



# Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING  
- AGENDA -

November 21, 2016

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: November 7, 2016

a. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

5. CORRESPONDENCE

6. FINANCE COMMITTEE

*Trustee Vera Amiano, Chair*

a. Consideration to Approve Accounts Payable November 21, 2016

b. Treasurer's Report - September 2016

c. Ordinance No. 16-2033 Annual Abatement Ordinance (An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay the Principal of and Interest on \$4,255,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2012A, of the Village of Bourbonnais, Kankakee County, IL). First Reading.

d. Ordinance No. 16-2034 Annual Abatement Ordinance (An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay the Principal of and Interest on \$1,645,000 General Obligation Refunding Bonds (Sewerage Alternate Revenue Source), Series 2012B, of the Village of Bourbonnais, Kankakee County, IL) First Reading.

This notice posted this 18th day of November 2016 in accordance with the Open Meetings Act.

- e. Ordinance No. 16-2035 (An Ordinance Authorizing the Execution and Delivery of a Master Lease Agreement with Bancleasing, LLC dba Cashflow Lease, as Lessor, for the Acquisition, Purchase, Financing and Leasing of Certain Equipment within the Terms Herein Provided; Authorizing the Execution and Delivery of Other Documents Required in Connection Therewith; and Authorizing All Other Actions Necessary to the Consummation of the Transactions Contemplated By This Ordinance). First Reading.
- f. Ordinance No. 16-2036 (An Ordinance Designating Depositories for the Village of Bourbonnais, Illinois) First Reading.
- g. Ordinance No. 16-2037 (An Ordinance Authorizing Abatement of the Tax Levy for the \$8,780,000 General Obligation Bonds (Sewerage System Alternate Revenue Source), Series 2016, of the Village of Bourbonnais, Kankakee County, Illinois for the 2016 Tax Levy Year). First Reading.

7. **POLICE COMMITTEE**

*Trustee Bruce Greenlee, Chair*

8. **COMMUNITY & ECONOMIC DEVELOPMENT**

*Trustee Vera Amiano, Chair*

9. **PUBLIC WORKS COMMITTEE**

*Trustee Bruce Greenlee, Chair*

10. **PARKS & RECREATION COMMITTEE**

*Trustee Jeff Keast, Chair*

11. **FRANCHISE, LICENSE & ADMINISTRATION**

*Trustee Rick Fischer, Chair*

- a. Resolution No. 16-1255 (A Resolution Setting a Minimum Hourly Requirement for Participation in IMRF Concerning Pension Benefits).

12. **ANNEXATION, BUILDING & ZONING COMMITTEE**

*Trustee Rick Fischer, Chair*

13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**

*Trustee Vera Amiano, Chair*

14. **UTILITY COMMITTEE**

*Trustee Jack Littrell, Jr., Chair*

15. **BUILDINGS & GROUNDS COMMITTEE**  
*Trustee Randy King, Chair*
16. **COMMITTEE MEETINGS SET** – See Calendars
17. **VILLAGE ADMINISTRATOR’S REPORT**  
*Michael Van Mill, Village Administrator*
18. **VILLAGE ATTORNEY’S REPORT**  
*Patrick Dunn, Attorney*
19. **VILLAGE PRESIDENT’S REPORT**  
*Paul Schore, Village President*
  - a. **Proclamation 16-298: Proclamation Honoring the Bourbonnais Upper Grade Center 8<sup>th</sup> Grade Varsity Baseball Team**
20. **OLD BUSINESS**
21. **NEW BUSINESS**
22. **PUBLIC COMMENTS**
23. **ADJOURNMENT**



**Village of Bourbonnais**  
**VILLAGE BOARD MEETING**  
**~MINUTES~**

November 7, 2016

**CALL TO ORDER:** The meeting was called to order at 5:30 p.m. by Village President Paul Schore. The pledge of allegiance was led by Benjamin Kubal from Mr. Brammer's 4<sup>th</sup> grade class at St. Paul's School.

1. **ROLL CALL:** Village Clerk Brian Simeur called the roll with the following Trustees present: Trustee Vera Amiano, Trustee Bruce Greenlee, Trustee Randy King, Trustee Jeff Keast and Trustee Jack Littrell. Also in attendance were Village Treasurer Ron Riebe, Village Attorney Patrick Dunn and Village Administrator Mike Van Mill. Trustee Rick Fischer was absent.
2. **APPROVAL OF MINUTES:** Motion made by Trustee Amiano and seconded by Trustee Greenlee to suspend the reading and approve the Regular Board Meeting Minutes from October 17, 2016. Motion passed on a voice vote of 5-0.
3. **REPORTS FROM COMMISSIONS AND ADVISORY BOARDS:** None.
4. **BIDS AND QUOTES:** None.
5. **CORRESPONDENCE:** None.
6. **FINANCE COMMITTEE:**  
*Trustee Vera Amiano, Chair*

a. **Consideration to Approve Accounts Payable November 7, 2016**

Motion made by Trustee Amiano and seconded by Trustee Greenlee to approve the bills as presented.

Roll call vote:	Trustee Amiano - Aye	Trustee King - Aye
	Trustee Fischer - Absent	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Aye

Motion passed on a vote of 5-0-1.

**b. Treasurer's Report - August 2016**

Following a summary by Village Treasurer Ron Riebe, a motion was made by Trustee Amiano and seconded by Trustee Littrell to accept the unaudited August 2016 Treasurer's Report (copy attached). Motion passed on a voice vote of 5-0.

**c. Resolution No. 16-1254 (A Resolution Authorizing the Acceptance and Approval of an Impact Bargaining Agreement Between the Village of Bourbonnais and the Fraternal Order of Police Lodge No. 64 Concerning Cessation of Dispatch Services).**

Motion made by Trustee Amiano and seconded by Trustee Keast to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Amiano and seconded by Trustee Greenlee to adopt said resolution.

Prior to the vote, Village Attorney Patrick Dunn gave an overview of the resolution.

Roll call vote:	Trustee Amiano - Aye	Trustee King - Aye
	Trustee Fischer - Absent	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Aye

Motion passed on a vote of 5-0-1.

**7. POLICE COMMITTEE:**

*Trustee Bruce Greenlee, Chair*

Chief Phelps discussed the need for a new police eligibility list.

**8. COMMUNITY & ECONOMIC DEVELOPMENT: None.**

*Trustee Vera Amiano, Chair*

**9. PUBLIC WORKS COMMITTEE: None.**

*Trustee Bruce Greenlee, Chair*

**10. PARKS & RECREATION COMMITTEE:**

*Trustee Jeff Keast, Chair*

Trustee Keast reported that the new park equipment has been put in place.

11. **FRANCHISE, LICENSE & ADMINISTRATION:**

*Trustee Rick Fischer, Chair*

**Ordinance No. 16-2032 (An Ordinance Authorizing the Sale of Surplus Personal Property of the Village Of Bourbonnais, Kankakee County, Illinois).  
First Reading.**

Following first reading by Village Clerk Simeur, a motion was made by Trustee Amiano and seconded by Trustee Keast to suspend the rules and have the second reading of said ordinance tonight. Motion passed on a voice vote of 5-0.

Motion made by Trustee Amiano and seconded by Trustee Keast to read said ordinance by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Amiano and seconded by Trustee Keast to adopt said ordinance.

Roll call vote:	Trustee Amiano - Aye	Trustee King - Aye
	Trustee Fischer - Absent	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Aye

Motion passed on a vote of 5-0-1.

12. **ANNEXATION, BUILDING & ZONING COMMITTEE:** None.

*Trustee Rick Fischer, Chair*

13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE:**

*Trustee Vera Amiano, Chair*

Trustee Amiano commended the BBCHS Soccer Team for their 3<sup>rd</sup> place finish at state.

14. **UTILITY COMMITTEE:**

*Trustee Jack Littrell, Jr., Chair*

Trustee Littrell said that the Aqua water main projects in the village are almost complete.

15. **BUILDINGS & GROUNDS COMMITTEE:**

*Trustee Randy King, Chair*

Trustee King reported on the following:

- The partition in the dispatch area has been removed.
- The security system work will begin soon.
- The roof replacement work on the Goselin Park Pavilion has begun.

16. **COMMITTEE MEETINGS SET:**

- Finance - Wednesday, November 16<sup>th</sup> at 4:00 pm. at the Administration Building.

17. **VILLAGE ADMINISTRATOR'S REPORT:**

- Administrator Van Mill reminded everyone that the Village offices will be closed on Friday, November 11th, in observance of Veteran's Day.
- See Village Administrator's report (attached).

18. **VILLAGE ATTORNEY'S REPORT:**

*Patrick Dunn, Attorney*

- a. **Resolution No 16-1253 (A Resolution Authorizing the Release of Certain Minutes From Meetings of the Board of Trustees of the Village of Bourbonnais).**

Motion made by Trustee Amiano and seconded by Trustee Keast to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Amiano and seconded by Trustee Greenlee to adopt said resolution.

Roll call vote:	Trustee Amiano - Aye	Trustee King - Aye
	Trustee Fischer - Absent	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Aye

Motion passed on a vote of 5-0-1.

19. **VILLAGE PRESIDENT'S REPORT:**

*Paul Schore, Village President*

Village President Schore reported on the following:

- The BBCHS Football team lost their playoff game on Saturday but had a great year.
- The Village of Bourbonnais will be hosting a Town Hall Meeting on Wednesday, December 7, 2016 from 6pm-8pm in the community room. The various village departments will have tables for the public to come and ask any questions.
- The Village is also hosting a Chocolate Tour, which is scheduled for Saturday, February 4, 2017. More to follow.

20. **OLD BUSINESS:** Trustee King asked if there is anything new being reported on the Belson project. President Schore responded that there has been no recent contact from them.

21. **NEW BUSINESS:** None.

22. **PUBLIC COMMENTS:** None.

23. **ADJOURNMENT:**

A motion was made by Trustee King and seconded by Trustee Keast to adjourn the regular board meeting. Motion passed on a voice vote of 5-0 and the meeting adjourned at 5:53 p.m.

***Respectfully Submitted by:***

-----PENDING BOARD APPROVAL-----

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***Brian Simeur, Village Clerk***

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**VILLAGE OF BOURBONNAIS**

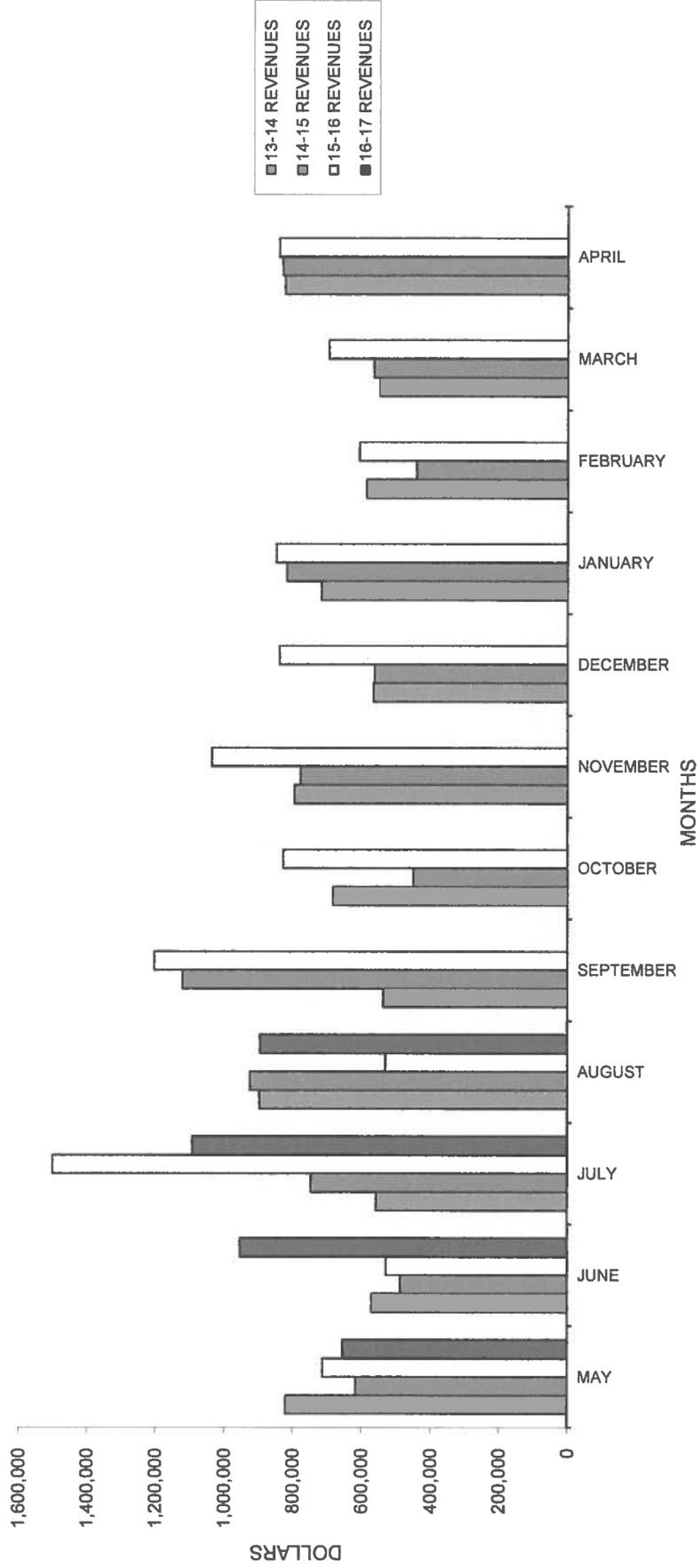
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FINANCIAL SUMMARY

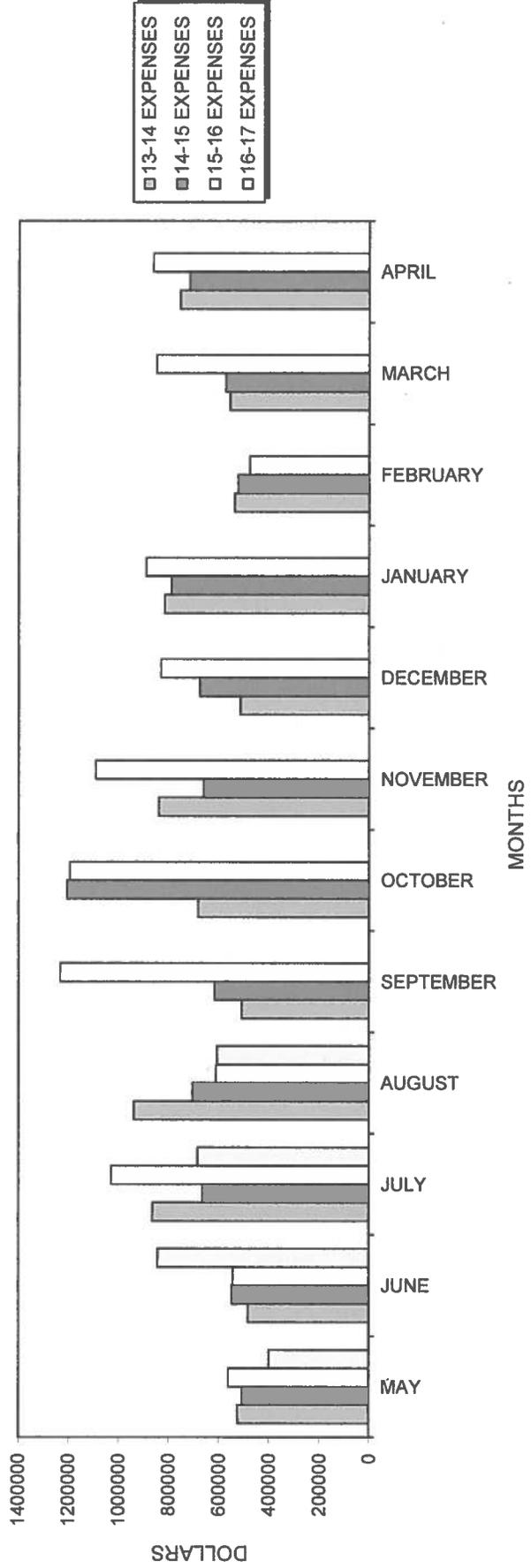
2016-17

	<b>YEAR TO DATE AUGUST</b>
<b>REVENUES</b>	
<b>TAX</b>	\$2,837,954
<b>LICENSE</b>	\$0
<b>FINE</b>	\$59,270
<b>REIMBURSEMENT</b>	\$459,439
<b>FRANCHISE</b>	\$163,476
<b>PERMIT</b>	\$54,485
<b>MISCELLANEOUS</b>	\$19,157
<b>TOTAL REVENUE</b>	<u><u>\$3,593,781</u></u>
<b>EXPENSES</b>	
<b>ADMINISTRATION</b>	\$77,265
<b>FINANCE</b>	\$88,237
<b>COMMUNITY DEVELOPMENT</b>	\$9,867
<b>POLICE</b>	\$1,220,014
<b>PUBLIC WORKS</b>	\$405,433
<b>CODE</b>	\$119,063
<b>STREETS</b>	\$34,375
<b>PARKS</b>	\$39,745
<b>BOARD</b>	\$29,934
<b>CENTRAL SERVICES</b>	\$400,346
<b>CAPITAL PROJECTS</b>	\$107,941
<b>TOTAL EXPENSES</b>	<u><u>\$2,532,220</u></u>
<b>DIFFERENCE</b>	<u><u>\$1,061,561</u></u>

**VILLAGE OF BOURBONNAIS**



**VILLAGE OF BOURBONNAIS**



Administrator's Report  
November 7, 2016

The Village's Administration and Public Works Department will closed this Friday in respect of Veterans Day.

The Mayor, Laurie and I attended the ICSC conference in Chicago on Wednesday October 19. This was a successful event from both an existing business retention perspective as well as stimulating interest in the interchange area. At the meeting, we met with a team from one of our existing businesses to start the discussion of expanding in the Village. After the conference, Laurie was contacted by a developer who attended the conference wanting more information about the interchange. We are following up with both parties.

On October 27, Laurie and I attended the CIP (Chicago Industrial Properties) Transportation and Logistics Conference at the Crown Plaza near O'Hare. We continue to learn about the growing and expanding industrial base that is populating the many corridors in the Chicagoland region. In particular,

- Vacancies remain low; suggesting increasing development in the short term
- The I-55 corridor remains hot. Speculation is how far can it go? And, limitations to available land.
- Congestion remains a hurdle to jump over. With much of the logistic sector striving for quick delivery times; this will be a huge issue going into the future.

- I-57 is seeing some activity. Buildings are going up at the new Steger exit. Amazon has announced its intentions to build in Monee.

In addition, I had the unique opportunity to speak with the State's Secretary of Transportation – Randy Blankenhorn. We spoke about the progress of the I-57 interchange. In fact, Randy mentioned he drove by a week before the conference on his way to Springfield.

We both agreed the project is going well.

I have been following housing sales in the Village and throughout Kankakee County for the past two months. With the assistance of Connie Licon and the Kankakee, Iroquois, Ford Association of Realtors, I've been able to get data. I am happy to report that as of the 12 months from August 2015 to August 2016 – The Village of Bourbonnais is the only community in Kankakee County to see sales values go UP. For the August to August time period, housing values rose 4.7% - the total sales were 342. Average traditional sales price was \$193,588.

In the months of September 2015 to September 2016 sales values came in at a 4% pace. Bradley also grew as well at 2.5%. Bourbonnais sales value remained over \$192,000. Bradley's average sales price was \$106,369. The average sales price for housing throughout Kankakee County in this time period was \$148,627.

This is an indication that the housing market and values are strong in Bourbonnais. As mentioned in my last report, we are seeing a renewed interest from housing developers. Combined with stable and increasing housing values, leading indicators are that we should see growth in the coming future.

Lastly, the Village is partnering with the Northern Illinois Food Bank this holiday season to collect food for needy families. Food donations are being accepted at the Village administration building, police department, and the public works building through Christmas.

The accompanying flyer provides a listing of recommended food items.

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**VILLAGE OF BOURBONNAIS**

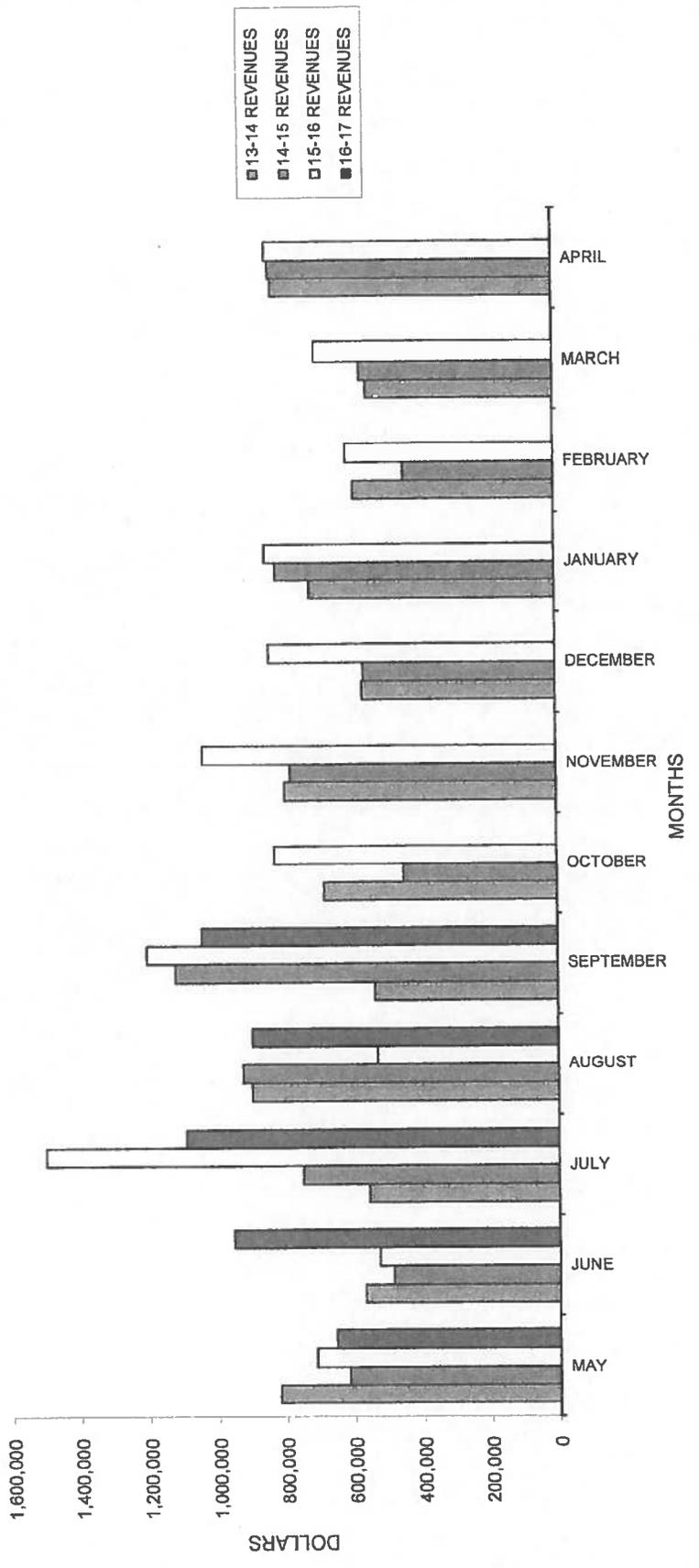
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FINANCIAL SUMMARY

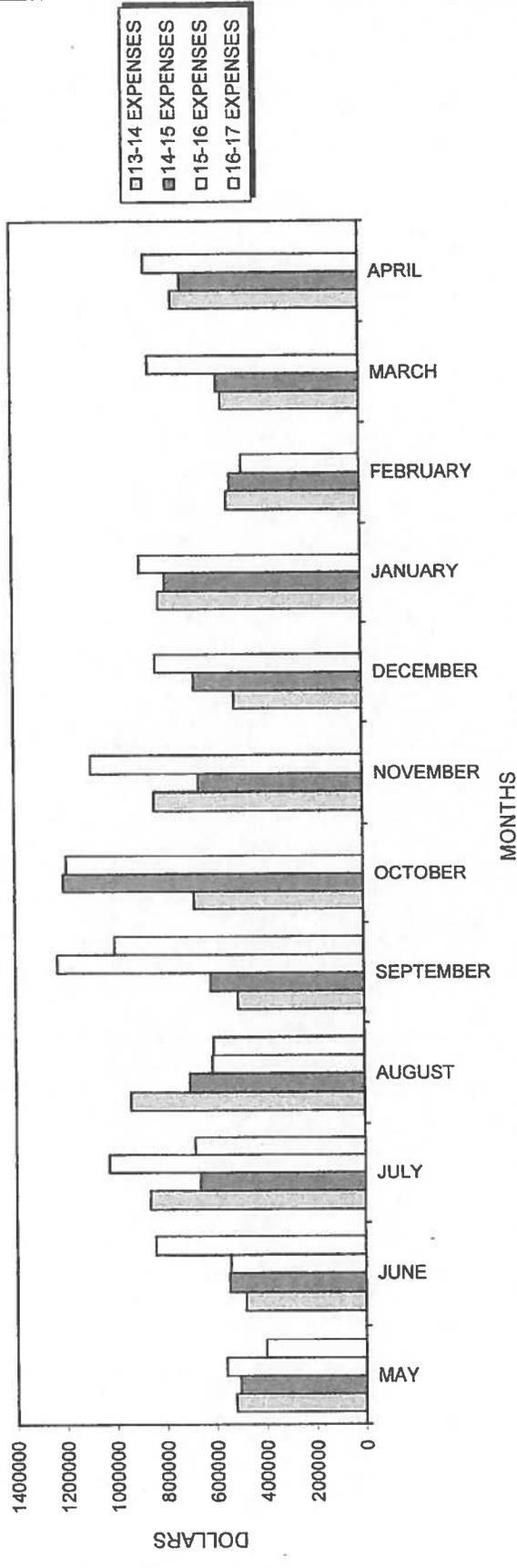
2016-17

	<b>YEAR TO DATE SEPTEMBER</b>
<b>REVENUES</b>	
TAX	\$3,823,872
LICENSE	\$0
FINE	\$71,819
REIMBURSEMENT	\$232,507
FRANCHISE	\$164,256
PERMIT	\$73,421
MISCELLANEOUS	\$271,560
<b>TOTAL REVENUE</b>	<b>\$4,637,435</b>
<b>EXPENSES</b>	
ADMINISTRATION	\$97,803
FINANCE	\$106,980
COMMUNITY DEVELOPMENT	\$9,982
POLICE	\$1,526,703
PUBLIC WORKS	\$505,294
CODE	\$145,219
STREETS	\$56,528
PARKS	\$43,324
BOARD	\$49,069
CENTRAL SERVICES	\$505,883
CAPITAL PROJECTS	\$485,504
<b>TOTAL EXPENSES</b>	<b>\$3,532,289</b>
<b>DIFFERENCE</b>	<b>\$1,105,146</b>

**VILLAGE OF BOURBONNAIS**



**VILLAGE OF BOURBONNAIS**



**VILLAGE OF BOURBONNAIS**

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**ORDINANCE NO. 16-2033**

**ANNUAL ABATEMENT ORDINANCE**

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO  
PAY THE PRINCIPAL OF AND INTEREST ON \$4,255,000 GENERAL OBLIGATION  
BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2012A, OF THE  
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

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**ADOPTED BY THE BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

Published in pamphlet form by Authority of the Board of Trustees of the Village of Bourbonnais,  
Kankakee County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**ORDINANCE NO. 16-2033**

**ANNUAL ABATEMENT ORDINANCE**

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO  
PAY THE PRINCIPAL OF AND INTEREST ON \$4,255,000 GENERAL OBLIGATION  
BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2012A, OF THE  
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

WHEREAS the President and Board of Trustees (the "*Board*") of the Village of Bourbonnais, Kankakee County, Illinois (the "*Village*"), by Ordinance Number 12-1913, adopted on the 20th day of August, 2012, as supplemented by a related notification of sale (collectively, the "*Ordinance*"), did provide for the issue of \$4,255,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and,

WHEREAS the Pledged Revenues (as defined in the Ordinance) have been determined by the Village Treasurer to provide an amount not less than 1.25 times debt service on the Bonds and any additional bonds payable from the Pledged Revenues, as described in the Ordinance, in the next succeeding bond year (December 1 and June 1); and,

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay the principal of and interest on the Bonds be abated; and,

Now THEREFORE be it Ordained by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2016 in the Ordinance is hereby abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with The County of Kankakee, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section. 3. *Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the Board and signing and approval by the President.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
<b>TOTAL:</b>	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

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PAUL SCHORE, Village President

ATTEST:

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BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF KANKAKEE    )

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 16-2033**

**ANNUAL ABATEMENT ORDINANCE**

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY THE PRINCIPAL OF AND INTEREST ON \$4,255,000 GENERAL OBLIGATION BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2012A, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities and that said ordinance was published in pamphlet form as required by state statute on the date printed on the Title sheet attached hereto.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Village Clerk

**VILLAGE OF BOURBONNAIS**

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**ORDINANCE NO. 16-2034**

**ANNUAL ABATEMENT ORDINANCE**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016  
TO PAY THE PRINCIPAL OF AND INTEREST ON \$1,645,000 GENERAL  
OBLIGATION REFUNDING BONDS (SEWERAGE ALTERNATE REVENUE SOURCE),  
SERIES 2012B, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY,  
ILLINOIS**

---

**ADOPTED BY THE BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

Published in pamphlet form by Authority of the Board of Trustees of the Village of Bourbonnais,  
Kankakee County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**ORDINANCE NO. 16-2034**

**ANNUAL ABATEMENT ORDINANCE**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016  
TO PAY THE PRINCIPAL OF AND INTEREST ON \$1,645,000 GENERAL  
OBLIGATION REFUNDING BONDS (SEWERAGE ALTERNATE REVENUE  
SOURCE), SERIES 2012B, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE  
COUNTY, ILLINOIS**

WHEREAS the President and Board of Trustees (the "*Board*") of the Village of Bourbonnais, Kankakee County, Illinois (the "*Village*"), by Ordinance Number 12-1914, adopted on the 20th day of August, 2012, as supplemented by a related notification of sale (collectively, the "*Ordinance*"), did provide for the issue of \$1,645,000 General Obligation Refunding Bonds (Sewerage Alternate Revenue Source), Series 2012B (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and,

WHEREAS the Pledged Revenues (as defined in the Ordinance) have been determined by the Village Treasurer to provide an amount not less than 1.25 times debt service on the Bonds and any additional bonds payable from the Pledged Revenues, as described in the Ordinance, in the next succeeding bond year (December 1 and June 1); and,

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay the principal of and interest on the Bonds be abated;

Now THEREFORE be it Ordained by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2016 in the Ordinance is hereby abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with The County of Kankakee, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the Board and signing and approval by the President.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
<b>TOTAL:</b>	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

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PAUL SCHORE, Village President

**ATTEST:**

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BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE )        SS.

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 16-2034  
ANNUAL ABATEMENT ORDINANCE**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY THE PRINCIPAL OF AND INTEREST ON \$1,645,000 GENERAL OBLIGATION REFUNDING BONDS (SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2012B, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities and that said ordinance was published in pamphlet form as required by state statute on the date printed on the Title sheet attached hereto.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Village Clerk

**VILLAGE OF BOURBONNAIS, ILLINOIS**

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**ORDINANCE NO. 16-2035**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT WITH BANCLEASING, LLC DBA CASHFLOW LEASE, AS LESSOR, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE.**

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**ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNIAS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

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Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2016.

**ORDINANCE NO. 16-2035**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT WITH BANCLEASING, LLC DBA CASHFLOW LEASE, AS LESSOR, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE.**

**WHEREAS**, the Village of Bourbonnais, (the “Lessee”), a municipal corporation of the County of Kankakee, State of Illinois, is authorized by the laws of the State of Illinois and the Illinois Municipal Code to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, there is attached hereto and made part hereof as Exhibit “A” a group of documents that make up the Master Lease Agreement hereafter referred to collectively as the “MLA”), including a “Master Lease Agreement”, “Addendum to Master Lease”, “Motor Vehicle Addendum”, “Non-Appropriation Addendum”, “Purchase Agreement and Bill of Sale”, “Insurance Addendum”, various other certificates and documents; and

**WHEREAS**, the Corporate Authorities of the Village previously authorized proceeding with entering into a lease for the same equipment with People’s Bank of Kankakee County in Ordinance 16-2030; and

**WHEREAS**, the leasing procedures followed by People’s Bank requires using the MLA as attached; and

**WHEREAS**, The Village desires to lease a 2016 Elgin Pelican NP Sweeper and a 2016 JD 524K Wheel Loader; and

**WHEREAS**, the Finance Director, Michael Wolf, a certified public accountant, has reviewed the MLA and the Village finances and has issued an opinion, attached hereto and made part hereof as Exhibit “B”, that the MLA meets the requirements of the IRS regulations to be a “qualified tax-exempt obligation” pursuant to Section 265(b)(3)(C) of the IRS Code of 1986 (the “Code”) as amended, and the Village of Bourbonnais has not issued, and reasonably anticipates that it will not issue Tax Exempt obligations in the amount exceeding \$10,000,000.00, during the current calendar year; and

**WHEREAS**, The Illinois Municipal Code generally and more specifically in 65 ILCS 5/11-76-6 authorizes the Village to enter into leases for a period not to exceed five (5) years for equipment and machinery; and

**WHEREAS**, the Corporate Authorities of the Village believe it is in the best interests of the Village and its citizens to designate and confirm that persons executing the MLA are authorized to execute, deliver and witness any and all related documents necessary to the consummation of the MLA and further authorize the Mayor and Clerk to execute any necessary documents to enter into the MLA as disclosed herein and on the attached exhibit "A".

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** The corporate authorities of the Village hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

**SECTION TWO:** The Village President and Clerk are hereby authorized and directed to execute any and all necessary documents to enter into the MLA for the specific equipment listed herein per the terms listed on Exhibit "A". The Village President is further authorized to take any necessary step, action or sign any document to carry out the intent of this Ordinance.

**SECTION THREE:** The corporate authorities, as the governing body of Lessee, hereby specifically designate that this MLA and/or Lease, as attached in Exhibit "A", is to be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(B)(i) of the IRS Code of 1986 (the "Code") as amended.

**SECTION FOUR:** The corporate authorities, as the governing body of Lessee, hereby represent that in compliance with Section 265(b)(3)(D) of the Code, the Lessee has not and will not designate more than \$10,000.000 of obligations issued by the Lessee in the calendar year during which the Lease is executed and delivered, as "qualified tax-exempt obligations."

**SECTION FIVE:** Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid.

**SECTION SIX:** This Ordinance shall be effective upon passage by a 2/3 majority vote of the corporate authorities in accordance with Section 11-76-6 of the Illinois Municipal Code.

**SECTION SEVEN:** This Ordinance shall be in full force and effect immediately upon passage.

**SECTION EIGHT:** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____
Trustee King	Aye - _____	Nay - _____	Absent - _____
Trustee Keast	Aye - _____	Nay - _____	Absent - _____
Trustee Littrell	Aye - _____	Nay - _____	Absent - _____

TOTALS:            AYE - \_\_\_\_\_ NAY - \_\_\_\_\_            ABSENT- \_\_\_\_\_

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PAUL SCHORE  
Village President

ATTEST:

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BRIAN SIMEUR  
Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE    )        SS.

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 16-2035  
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A  
MASTER LEASE AGREEMENT WITH BANCLEASING, LLC DBA  
CASHFLOW LEASE, AS LESSOR, FOR THE ACQUISITION, PURCHASE,  
FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE  
TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND  
DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION  
THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO  
THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY  
THIS ORDINANCE.**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that this ordinance was published in pamphlet form on the date stated upon its face and that the Corporate Authorities have complied with all of the procedural rules of the Village of Bourbonnais.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Village Clerk

**EXHIBIT "A" ATTACHED:  
MASTER LEASE AGREEMENT**



# Master Lease Agreement

Lease # 71568IL-114  
Date September 19, 2016

**Lessee:**

Name: Village of Bourbonnais (hereinafter "Lessee")  
Address: 700 Main St.  
City, St Zip: Bourbonnais, IL 60914  
Attn: Michael Wolf  
Phone #: (815)936-7612  
Fax #:

**Billing Address (if different):**

Address:  
City, St Zip:  
Attn:  
Phone #:  
Fax #:

**A. MASTER LEASE AGREEMENT TERMS AND CONDITIONS.** Each lease ("Lease") that is made and entered into pursuant to the terms of this Master Lease Agreement ("Master Lease Agreement" or "Agreement") consists of one or more acceptance certificate(s) ("Acceptance Certificate(s)") that incorporate by reference, the terms and conditions of this Master Lease Agreement. A schedule ("Schedule") summarizes all of the facts and data of each Acceptance Certificate. The terms and conditions of Section B of this Master Lease Agreement are incorporated by reference in each and every Lease. Lessor may, but shall not be obligated to designate a unique transaction number ("TA #") for each Schedule. Each Acceptance Certificate constitutes a separate obligation of the Lessee. This Master Lease Agreement shall become effective upon its execution by the Lessor and shall remain effective until terminated by either party hereto upon ten (10) day's prior written notice. At any time Lessor may, at Lessor's sole discretion, refrain from entering into a new Lease, provided however, that such action by Lessor shall not terminate this Master Lease Agreement. Notwithstanding the termination of this Master Lease Agreement, all Leases shall remain in full force and effect until the expiration of their respective term.

**B. LEASE TERMS AND CONDITIONS.** The following terms and conditions shall be incorporated by reference in each and every Acceptance Certificate that is made and entered into pursuant to this Master Lease Agreement:

**1. LEASE.** Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor all items (collectively, the "Equipment") identified or described in each Acceptance Certificate. The terms and conditions of this Section A of this Master Lease Agreement are incorporated in each and every Acceptance Certificate. In the event of a conflict between the Master Lease Agreement and any Acceptance Certificate or Schedule, the terms and conditions of the Acceptance Certificate shall prevail. If more than one Acceptance Certificate is executed in connection with a Lease, Lessor may determine in its sole and absolute discretion, which Acceptance Certificates will apply to and be summarized on any Schedule.

**2. EQUIPMENT ACQUISITION.** Lessee requests that Lessor (a) order from the applicable vendor the Equipment described in any Lease, (b) arrange for delivery of such Equipment to Lessee, (c) and pay for the Equipment. If Lessor has paid for all or any part of the Equipment and the Equipment is not delivered, assembled or accepted by Lessee within sixty (60) days that Lessor orders the Equipment, Lessor will have the right to recover from Lessee all sums advanced together with interest thereon at the highest rate allowed by law from the date that Lessor paid for the Equipment to the date that Lessee pays Lessor in full for the amounts expended by the Lessor for the Equipment.

**3. WARRANTIES.** LESSOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE QUALITY OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE WILL NOT MAKE ANY CLAIM FOR DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. LESSEE HEREBY ACKNOWLEDGES THAT NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY SALES PERSON, EMPLOYEE OR AGENT OF THE EQUIPMENT SUPPLIER IS LESSOR'S AGENT OR REPRESENTATIVE AND HAS NO POWER OR AUTHORITY TO REPRESENT OR BIND LESSOR IN ANY WAY. Lessor will not be liable for any loss, cost or damage to Lessee or others arising from defects, negligence, delays, failure of delivery, interference with any patent, trademark, copyright or other intellectual property right or nonperformance of the Equipment. Lessee warrants to Lessor that (a) the Lessee is in good standing under the laws of the state of its formation and any state in which it conducts business; (b) the person(s) executing this Master Lease Agreement and any Schedule(s) and/or Acceptance Certificate(s) on behalf of the Lessee is Lessee's authorized representative empowered to bind the Lessee. Lessee shall provide executed Certificate(s) of Incumbency evidencing such authorization, if so requested by Lessor; (c) this Lease does not violate any other agreement(s) binding the Lessee; and (d) Lessee has furnished Lessor

or the Equipment's supplier ("Supplier") the specifications regarding the Equipment or the Lessee has selected the Supplier and has directed the Lessor to acquire the Equipment in connection with the Lease.

**4. DURATION OF LEASE AND LEASE PAYMENTS.** Lessee's obligation to pay lease payments ("Lease Payments") will commence on the date set forth on each Acceptance Certificate ("Acceptance Date") and shall continue through the last date of the Base Term, as hereinafter defined, or any extension thereof. The base term of the Lease ("Base Term") shall be set forth on any Acceptance Certificate and shall be a date chosen by Lessor, which shall be no greater than forty-five (45) days from (i) the Acceptance Date, or (ii) in the case where one or more Acceptance Certificates are summarized on a Schedule, the latest Acceptance Date of any Acceptance Certificate summarized on a Schedule ("Commencement Date"). Lessee shall pay Lease Payments in immediately available funds and in advance on the Commencement Date and on the same day of each consecutive month thereafter during the Base Term, or any extension thereof. During the period from the Acceptance Date to the Commencement Date, Lessee shall pay immediately upon Lessee's receipt of an invoice from Lessor, an amount equal to the product of (x) 1/360th of the annual Lease Payments multiplied by (y) the number of days that have elapsed or that will elapse from the Acceptance Date to, but not including, the Commencement Date. Each remittance from Lessee to Lessor shall contain information as to the Lease for which payment is made. Lessee agrees to lease from Lessor all upgrades, additions and all replacement equipment (as hereinafter defined) of the Equipment and make any adjustments to the Lease Payments, as necessary and applicable. At the expiration of the Base Term, or any extensions thereof, unless the Lease is terminated as provided herein, or unless the Equipment is purchased or returned by Lessee in accordance with Section 18 herein or any purchase option addendum attached hereto and incorporated herein, the Lease shall automatically extend for one (1) year under the same terms and conditions of the Base Term or any extension thereof. Lessee may terminate the Lease at the end of the Base Term or any extension thereof by providing Lessor with written notice, in accordance with the notice requirements set forth in Section 21 hereof, of its intent to terminate the Lease no less than ninety (90) days prior to the expiration of the Base Term or any extension thereof.

**5. FINANCE LEASE, PURCHASE AND ACCEPTANCE OF THE EQUIPMENT.** Lessee acknowledges and agrees that the Lease is a "Finance Lease" as that term is defined in the Article 2A 103 of the Uniform Commercial Code ("UCC"). Lessee acknowledges that (a) Lessor has not selected, manufactured, sold or supplied any of the Equipment, its supplies, service(s) or software; (b) Lessee has selected the Supplier and/or each item of Equipment, its supplies, service(s), software, and all other items related to the Equipment; (c) Lessee is responsible for all shipping costs and Equipment installation and deinstallation charges; (d) Lessor is purchasing or has purchased the Equipment solely in connection with this Lease. Lessor hereby notifies Lessee that Lessee is entitled to the promises and

warranties, including those of any third party, provided to the Lessor by the entity supplying the Equipment in connection with or as part of the contract by which Lessor acquired the Equipment or the right to possession and use of the Equipment. Lessee may communicate with the Supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations thereof, or remedies made by the Supplier. Lessee hereby appoints Lessor its attorney-in-fact to insert the Acceptance Date and the serial numbers of any Equipment appearing on any Acceptance Certificate or Schedule. Such power-of-attorney is coupled with an interest and is irrevocable.

**6. ADVANCE PAYMENT.** Any advance payment(s) ("Advance Payment(s)") set forth in an Acceptance Certificate shall be security for Lessee's performance under this Lease and, so long as Lessee is not in default under this Lease or any lease made pursuant to the Master Lease Agreement, the Advance Payment(s) shall be used to pay the Lease Payment(s) number(s) set forth on the related Acceptance Certificate. Lessor may, at its sole discretion, apply Advance Payment(s) to cure any default under this Lease or any lease made pursuant to the Master Lease.

**7. UNCONDITIONAL LEASE.** Lessee's obligation to pay Lease Payments is ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES WHATSOEVER and shall not be affected by, without limitation, any defect in condition, design, or operation of the Equipment, any lack of maintenance or service for the Equipment, its supplies or software, or any setoff, counterclaim, defense or reduction which Lessee may have against Lessor or any other party.

**8. OWNERSHIP OF EQUIPMENT.** Lessor is the owner of the Equipment and shall at all times retain title to the Equipment. Lessee will defend Lessor's title to the Equipment and will keep it free and clear of any and all claims, liens and encumbrances of any nature whatsoever and expressly authorizes Lessor or its assignee(s) to complete and file financing statements reflecting the parties' interest in the Equipment. Lessee will obtain and maintain all required, customary or appropriate licenses, titles, registrations and permits reflecting Lessor as owner. Although this Agreement is the standard form used by Lessor to lease hardware equipment to Lessee, Lessor and Lessee acknowledge that, with respect to any software which may be included in the description and definition of Equipment ("Software"), this Lease is a Finance Lease and a portion of Lessee's Lease Payment applicable to any Software represents license fees which has been paid by Lessor to the Software vendor ("Vendor"). Neither Lessor nor Lessee have or were granted any ownership or other proprietary rights in the Software, and neither party purports to transfer any such rights to the other hereunder. Lessee has only those rights in the Software that were granted to Lessee pursuant to the software license agreement entered into directly between Vendor and Lessee ("License"). The terms of this Lease are applicable only as between Lessor (and any Assignee) and Lessee. The terms of the License are applicable only as between Lessee and Vendor, and Lessor does not assume and is not liable for any obligations under any of the provisions of the License. Lessee's Lease Payment obligation is absolute and unconditional in all respects regardless of any problem Lessee may have with the Software, any dispute Lessee may have with the Vendor, any inability of Lessee to use the Software, or the exercise by Vendor of any remedies it may have pursuant to the License.

**9. CARE, USE AND LOCATION.** During the Base Term or any extensions thereof, and at Lessee's sole expense, Lessee shall cause the Equipment to be kept and maintained in accordance with the original Supplier's or approved maintenance provider's maintenance specifications. Lessee shall keep and maintain the Equipment in like new condition, repair, and appearance, ordinary wear and tear excepted. Lessee shall use the Equipment in the regular course of its business, and shall comply with all laws and regulations relating to the Equipment and its use. Lessee will not modify the Equipment without the prior written approval of Lessor, except if such modification is made in accordance with the Supplier's specific recommendation. All alterations, additions, replacements and accessions made to or upon the Equipment shall immediately become Lessor's sole and absolute property. The Equipment shall at all times be deemed to be personal property. Lessee shall keep the Equipment at the location set forth in the Acceptance Certificate and shall not remove the Equipment under any condition or circumstance without Lessor's prior written approval, provided: however, that under no circumstances shall the Equipment be moved outside the continental United States. Lessor or Lessor's representative shall have the right to enter Lessee's premises at all reasonable times to inspect the Equipment.

**10. TAXES.** Lessee will pay all excise taxes, sales and use taxes, personal property taxes and all other taxes and charges which may be imposed by any governmental entity during the term of this Lease, arising from the acquisition, use, ownership or leasing of the Equipment whether due before or after termination of this Lease (all such charges collectively referred to as "Taxes"). Lessor shall file personal property tax returns with respect to the Equipment directly with the taxing jurisdiction; provided, however, Lessee shall remit to Lessor, in advance, the Taxes that Lessor estimates are due and owing for the taxable year or immediately upon request from the Lessor or as otherwise directed by the Lessor. The provisions of this Section 10 shall survive termination of this Lease.

**11. INSURANCE.** Lessee shall be responsible for all risk of loss to the Equipment from the time the Equipment leaves the Supplier's place of business until it is returned to the location designated by the Lessor as provided for in Section 18 hereof. Prior to the time the Equipment leaves the Supplier's place of business, Lessee shall provide and maintain from insurance companies satisfactory to Lessor (A) property damage insurance against loss, fire, theft, damage or destruction of the Equipment, naming Lessor and its assignees as the loss payee, in an amount which is the greater of (i) the then current full replacement value of the Equipment or (ii) the value set forth on the Acceptance Certificate as "Stipulated Loss Value" less the product of 15% of the Stipulated Loss Value multiplied by the number of anniversary dates (but not greater than four) elapsed since the Acceptance Date; and (B) comprehensive general all-risk liability insurance including without limitation, product liability coverage, insuring Lessor, its assigns and Lessee, with a severability of interest endorsement or its equivalent, against any and all loss or liability for all damages, either to persons or property, or otherwise, which might result, or happen in connection with the condition, use or operation of the Equipment, with such limits as are satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and Lessor's assigns shall not be invalidated by any act, omission or neglect of Lessee and cannot be cancelled or modified without thirty (30) days prior written notice to Lessor or its assigns. As to each policy, upon request from Lessor or its assignee(s), Lessee shall immediately furnish to Lessor, a loss payable endorsement, a certificate of insurance and/or copies of the insurance policies from the insurer, evidencing the insurance coverage required by this Section 11 ("Valid Evidence"). Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. The insurance proceeds shall be the sole property of Lessor, and may, at Lessor's discretion, be used for any of the following: (i) to reimburse Lessee for the cost of repair or replacement of the Equipment as required in Section 13 hereof; or (ii) to pay any remaining obligations under this Lease, provided however, that if all such obligations are paid in full, this Lease will terminate and the terms and conditions of section 18 will apply to such termination; or (iii) if Lessee is in default under the terms of this Lease, to pay any of Lessee's obligations under this Lease; provided however, that Lessor shall not be obligated to apply such insurance proceeds toward Lessee's obligations under the Lease and the application of such insurance proceeds by Lessor shall not waive or eliminate Lessor's default remedies hereunder. In the event Lessee fails to procure the insurance required above, prior to the commencement of this Lease or if Lessee fails to provide Valid Evidence, or in the event Lessee fails to maintain the required insurance, Lessor may, but shall not be required to, and without notice to Lessee, purchase such insurance and add the cost, including customary charges or fees associated with the placement, maintenance or service of such insurance, to the next monthly Lease Payment to become due hereunder and such charges shall constitute additional Lease Payments. Lessor may terminate or allow to lapse any coverage obtained by Lessor without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance obtained by Lessee. Such power-of-attorney is coupled with an interest and is non-revocable. Notwithstanding whether the Equipment is lost, destroyed, damaged, stolen or whether insurance is in effect or a claim pending thereunder, Lessee's obligation to pay Lease Payments is ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES WHATSOEVER and Lessee will continue to pay Lease Payments throughout the Base Term and any extension thereof.

**12. INDEMNITY.** Lessee indemnifies and defends Lessor, its affiliates, their officers, agents and employees, assigns, successors, heirs and personal representatives of Lessor against all loss, liability and expense, including, without limitation, all actual attorney's fees (including costs of a successful

defense) from claims for negligence, tort, strict liability, bodily injury, including death or property damage or for any alleged violation of rights of others, including contract, patent, trademark, copyright or intellectual property rights or for any alleged violation of any law, ordinance, rule, regulation, decree, or otherwise arising from or in any way related to the Equipment, supplies, software, the Lease or the Master Lease Agreement, or otherwise, including, without limitation, the ownership, operation, manufacturing, maintenance or services of the Equipment. This provision shall survive expiration, assignment or termination of this Lease or the Master Lease Agreement.

**13. LOSS OR DAMAGE.** Lessee shall bear all the risks of loss of and damage to the Equipment from any cause and the occurrence of such loss or damage shall not relieve Lessee of any obligation hereunder. In the event of such loss or damage, Lessee shall immediately notify the Lessor in writing and, at the election of Lessor, shall; (a) place the same in like new condition and working order, certified for original Supplier's maintenance and deliver to Lessor written confirmation thereof or; (b) replace the same with equipment having a fair market value at the expiration of the Base Term equal to or greater than the fair market value of the Equipment replaced, and anticipated to have a fair market value that the replaced Equipment would have had at the end of the Base Term, and be the same manufacture, model and type and of at least equal capacity as that of the replaced Equipment ("Replacement Equipment"). Lessor will remit to Lessee the proceeds of insurance in an amount that is the lesser of (i) the actual cost of such repairs or Replacement Equipment or (ii) the insurance proceeds. The Replacement Equipment shall be free and clear of liens and encumbrances and Lessee shall immediately deliver to Lessor, a bill of sale in a form satisfactory to Lessor containing serial number(s) of the Replacement Equipment that conveys the Replacement Equipment to Lessor.

**14. FEES, COLLECTION EXPENSES AND LATE CHARGES.** Lessee shall also pay to Lessor hereunder a reasonable, administrative fee(s), which shall cover, among other things, Lessor's administrative costs and expenses associated with the initial set-up, revisions, reporting and payment of any taxes due hereunder, monitoring insurance coverage and termination of the Lease. If any Lease Payment, tax payment or any other amount payable herein is not paid when due ("Amount Due"), Lessor may elect for Lessee to pay on demand the following: (a) any collection agency fees and expenses plus; (b) a late payment service fee equal to the greater of fifteen (\$15.00) dollars or fifteen (15%) percent of the Amount Due for every month that the Amount Due remains unpaid. Lessor and Lessee agree that the fees set forth in this Section 14 are a reasonable approximation of the internal costs that Lessor will incur as a result of Lessee's delay in paying such Amount Due plus; (c) interest at an interest rate that is the highest rate permitted by law ("Late Charge Rate") on such Amount Due for the period for which it is overdue; (d) actual attorney fees and expenses. If Lessee fails to make any Lease Payment or fails to remit any other payment or perform any of its other obligations under this Lease (including, without limitation, its agreement to provide insurance coverage or pay taxes), Lessor may make such payment or perform such agreement and the amount of such payment and the expense of Lessor shall be additional Lease Payments payable by Lessee on demand by Lessor. Lessee shall pay to Lessor a charge of one hundred (\$100.00) dollars or, if less, the maximum amount permitted by applicable law for each check returned to Lessor unpaid in addition to any other fee provided for herein for a delinquent Lease Payment.

**15. ASSIGNMENT.** LESSEE SHALL NOT, DIRECTLY OR INDIRECTLY; (A) ASSIGN, SELL OR OTHERWISE DISPOSE OF ANY LEASE OR ANY INTEREST THEREIN OR THE EQUIPMENT OR ANY PART THEREOF OR; (B) SUBLEASE, CREATE, GRANT, ASSUME OR ALLOW TO EXIST ANY LIEN OR OTHER CLAIM TO THE EQUIPMENT OR ANY PART HEREOF. Lessor or any assignee hereof, may sell or grant a security interest in all or any part of Lessor's rights, obligations, title or interest in the Equipment and rights, obligations or interest arising under this Lease or under the Master Lease Agreement or any Lease Payment(s) or other amount payable under this Lease, to any entity ("Assignee") and in such event the Assignee shall have all of the rights, powers and remedies of Lessor hereunder. Lessee shall execute all documentation deemed necessary by Lessor, and/or any Assignee, to reflect Lessee's obligations under the Lease and/or Lessor's or Assignee's interest in the Lease and the Equipment. Lessee agrees that after written notice by Lessor or any Assignee (which notice for the purpose of this Section 15 may be an invoice bearing Lessor's or Assignee's name), Lessee shall pay all Lease Payments to the party and to the location as directed by the Lessor or Assignee. Lessee agrees to make all Lease Payments whether or not the

Master Lease Agreement is terminated by operation of law, act of the parties hereto or otherwise. Lessee will not (a) assert against any Assignee, any claims by way of abatement, defense, setoff, counterclaim, recoupment or otherwise which Lessee may have, (b) look to such Assignee to perform any of Lessor's obligations hereunder or (c) terminate or attempt to terminate this Lease on account of any default by Lessor or Assignee. Lessee acknowledges that a transfer or assignment of this Lease will not materially increase or change its obligations, burdens, duties or risks under this Lease. This Lease shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto and the heirs, executors and administrators of the Lessee, if the Lessee is an individual, always providing that nothing contained in this paragraph shall impair any of the provisions herein before set forth inhibiting assignment without written approval of Lessor.

**16. DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder; (a) Lessee fails to pay any Lease Payment hereunder when due; (b) Lessee fails to perform any covenant, in part or whole, herein; (c) Lessee becomes insolvent or makes an assignment for the benefit of creditors or ceases conducting business as a going concern; (d) a receiver, trustee, conservator, or liquidator of Lessee is appointed with or without the application or approval of Lessee; (e) the filing by or against Lessee of a petition under the United States Bankruptcy Code or any amendment thereto; or under any other insolvency law or laws providing for, but not limited to, the relief of debtors or; (f) any representation or statement made or furnished to Lessor by or on behalf of Lessee which could prove to have been false, misleading or have a material effect on Lessee in any respect when made or furnished; (g) Lessee dissolves liquidates, or suspends its business; (h) Lessee sell, transfer or otherwise dispose of all or a majority of its assets, except that Lessee may sell its inventory in the ordinary course of its business; (i) Lessee enter into any merger, consolidation or similar reorganization unless it is the surviving entity; (j) Lessee transfers all or any substantial part of its operations or assets outside of the United States of America; (k) Lessee changes its name or chief place of business, without providing Lessor at least thirty days prior written notice thereof; or (l) when Lessor believes in good faith that the prospect for performance of the terms and conditions of this Lease by Lessee or payment of the Lease Payments by Lessee is impaired. As used in this Section 16, the term "Lessee" also includes any guarantor of all of Lessee's obligations hereunder.

**17. REMEDIES AND LIQUIDATED DAMAGES.** If any event of default exists in any of Lessee's obligations or covenants hereunder, Lessor or Lessor's agent or assigns, at any of their sole discretion, may, at any time, do one or more of the following in any order and Lessee shall perform its obligations imposed immediately thereby; (a) require Lessee to return to any location designated by Lessor any or all Equipment that is the subject of this Lease; (b) repossess any or all Equipment wherever found; (c) sell any or all Equipment at public or private sale, with or without advertisement or publication, (d) re-lease or otherwise dispose of the Equipment, use, hold or keep it; (e) require Lessee to immediately pay to Lessor as liquidated damages, with respect to any or all Equipment the sum of (i) all Lease Payments that are then due and unpaid; (ii) the Present Value, as that term is defined in the UCC, of the Lease Payments that are not then due but that will be due throughout the remaining Base Term or any extension thereof ("Remaining Payments"). The Remaining Payments shall be discounted in advance at an interest rate of Two Percent (2%) per annum. Lessee acknowledges and agrees that Two Percent (2%) per annum is a commercially reasonable interest rate and takes into account the facts and circumstances of the Lease at the time it is entered into; (iii) the anticipated market value of the Equipment as of the end of the Lease and determined in a commercially reasonable manner by Lessor; (iv) all costs, expenses, damages, including, without limitation, any collection agency and actual attorney's fees and expenses incurred in connection with the enforcement of this Lease or any related document; and (v) interest at the maximum rate permitted by the laws governing this Lease on the total of all sums due from time to time and on which interest has not previously been charged, accruing from the date of the Lessee's default under the Lease and continuing until all such amounts are paid; Lessee acknowledges and agrees that the sum of the aforementioned amounts is reasonable in light of the anticipated harm caused by the Lessee's default or other act or omission; (f) terminate this Lease and all Leases under the Master Lease Agreement; (g) sue to enforce Lessee's performance of its obligation under this Lease or any other Lease under the Master Lease; and (h) exercise any other right or remedy then available to Lessor at law or in equity. Lessor is not required to undertake any legal process or give Lessee any notice before exercising any

of the above remedies. Lessee expressly waives all rights of notice prior to Lessor exercising such remedies and pursuing any and all legal action(s) against Lessee. None of the above remedies is exclusive, and each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy at any time. No delay or failure on the part of Lessor to exercise any right or remedy hereunder shall operate as a waiver thereof nor as an acquiescence in any default, nor shall any single or partial exercise of any right preclude any other exercise thereof or the exercise of any other right at any future and all Lessor's rights and remedies contained herein shall survive the termination of this or the Master Lease Agreement. Lessor shall not be required to sell, re-lease or otherwise dispose of any Equipment prior to Lessor enforcing any of the remedies described above. Lessor may sell or re-lease the Equipment in any manner it chooses, free and clear of any claims or rights of Lessee and without any duty to account to Lessee with respect thereto.

**18. END OF LEASE PROVISIONS.** Upon the expiration of the Base Term or any extension thereof: Lessee may, upon not less than [90] days prior written notice to Lessor, either (i) terminate the Lease in accordance with the terms of the Lease and this Master Lease and return the Equipment, by fulfilling the conditions set forth below, to a location designated by Lessor or (ii) purchase the Equipment in accordance with the terms herein effective on the expiration date of the Base Term. If Lessee elects to return the Equipment, at Lessee's sole expense, Lessee shall fulfill all of the conditions and requirements set forth in (a) through (c) hereof: (a) cure any defaults then existing under the Lease, (b) place the Equipment in like new condition, ordinary wear and tear excepted, and if the Equipment is required by the Supplier to be certified for re-sale or re-lease, cause the Equipment to be certified for maintenance by the Supplier, (c) pay Lessor a restocking and disposition fee equal to Ten Percent (10%) of the original cost of the Equipment; and (d) pay all unpaid Taxes. After the Equipment has been returned to the Lessor, an audit will be performed and, if Lessee has failed for any reason to bring the Equipment to like new condition, ordinary wear and tear excepted, and pay all Taxes due and owing on the Equipment, upon written notice by Lessor, Lessee shall immediately pay all costs incurred by Lessor to bring the Equipment to a like new condition and pay all Taxes. The provisions of the preceding sentence shall survive termination of the Lease. If the Lessee has provided Lessor with at least [ninety (90)] days advance written notice of its intent to purchase the Equipment, upon Lessor's receipt of such written notice from Lessee, Lessor shall, as soon as reasonably possible, notify Lessee of the Equipment's purchase price, which shall be in Lessor's sole and absolute discretion based upon Lessor's estimate of the then market value ("Fair Market Value") of the Equipment. Within five (5) business days of Lessor's notification to Lessee of the Equipment's Fair Market Value, Lessee shall notify Lessor whether or not it intends to purchase the Equipment for the Equipment's Fair Market Value. If the Lessee wishes to purchase the Equipment, it shall purchase, on an "as is, where is" basis, all, but not less than all, of the Equipment on the date of expiration of the Base Term by payment to Lessor, in good and immediately available funds, of the aforesaid purchase price for the Equipment. If Lessee does not complete the purchase of the Equipment after notifying Lessor of its intent to do so, or does not return the Equipment after giving timely notice to terminate a Lease, Lessee shall pay Lessor, as liquidated damages and not as penalty, the sum of one year's Lease Payments in addition to returning the Equipment. Lessor and Lessee agree that the aforementioned liquidated damages are a fair and reasonable estimate of Lessor's damages resulting from Lessee's failure to purchase the Equipment.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** Lessor and

**Lessor:** BancLeasing, LLC™ dba CashFlow Lease®  
660 North Central Expressway, Suite 400  
Plano, TX 75074  
Tel. No: 214-778-1840  
Fax No: 214-778-1841

By: \_\_\_\_\_  
Authorized Signature Date

Name \_\_\_\_\_

Title \_\_\_\_\_

Lessee agree that a reproduction of this Lease Agreement and its attachments may be filed as a financing statement and shall be sufficient as a financing statement under the UCC. Lessee hereby ratifies all action of the Lessor in executing and filing financing statements prior to the execution of this Lease. Lessee shall execute or obtain or deliver to Lessor, upon Lessor's request, such other documents as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and shall pay all costs incident thereto. Lessee shall make available to the Lessor all financial statements and tax returns upon request. At a minimum, Lessee agrees to provide Lessor such statements during the term of this Lease.

**20. ENTIRE AGREEMENT.** This Agreement represents the final, complete and entire agreement between the parties hereto. There are no oral or unwritten agreements or understandings affecting this Lease agreement, the Lease or the Equipment. This Agreement may not be modified, rescinded or altered except by a subsequent written document duly signed by an authorized representative of each party.

**21. MISCELLANEOUS.** In the event any provision, in whole or in part, of this Lease shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision(s), in whole or in part shall remain and survive in full force and effect. The provisions of this Lease shall be binding upon and inure to the benefit of any successors or permitted assigns. If a Lease or the Master Lease is signed by more than one Lessee, all Lessees shall be jointly and severally liable for payment and performance of all of the Lessee's obligations under this Lease. In the event an unauthorized party or parties execute the Master Lease Agreement, an Acceptance Certificate or a Schedule, or represents that such party or parties has or had authority to bind the Lessee, then the Lessee shall be deemed to have authorized the execution of such document and shall be unconditionally bound under the terms of the Master Lease Agreement, the Acceptance Certificate or the Schedule, as the case may be. All notices permitted hereunder shall be effective when (i) delivered in person to the recipient of such notice; (ii) delivered to a delivery carrier and when the carrier obtains from the intended recipient the recipient's or recipient's agent's signature; (iii) deposited in the United States mail with postage prepaid and sent certified mail return receipt requested; or (iv) sent via facsimile with evidence of a successful transmittal by the sender.

**22. JURISDICTION.** This Lease Agreement shall be binding when accepted in writing by the Lessor. THE INTERPRETATION, ENFORCEMENT, CONSTRUCTION, AND VALIDITY OF THIS LEASE AND ALL OF THE OTHER LEASE DOCUMENTS, AND RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, HEREUNDER AND THEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, ENFORCEMENT, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. With respect to any legal action commenced hereunder, Lessee hereby voluntarily consents to the jurisdiction of any Federal or State Court located in the county of Kankakee, State of ILLINOIS. Lessee expressly waives any right to a trial by jury.

**23. STATEMENT OF PURPOSE.** Lessee hereby warrants and represents that all leased Equipment under this Lease Agreement will be used for business purposes and not for personal, family or household purposes and Lessee acknowledges that Lessor has relied upon this representation entering into this Lease Agreement.

**Lessee:** Village of Bourbonnais  
By:  \_\_\_\_\_  
Paul Schore Date

Title: Mayor \_\_\_\_\_

By:  \_\_\_\_\_  
Brian Simeur Date

Title: Village Clerk \_\_\_\_\_



# Purchase Agreement and Bill Of Sale

Agreement # 71568IL-114

Date September 19, 2016

**Purchaser:**

Name : BancLeasing, LLC™ dba CashFlow Lease®  
 Address: 660 North Central Expressway, Suite 400  
 City, St Zip: Plano, TX 75074  
 Attn: Mark A. Buchanan  
 Phone #: (214) 778-1840  
 Fax #: (214) 778-1841

**Seller:**

Name: Village of Bourbonnais  
 Address: 700 Main St.  
 City, St Zip: Bourbonnais, IL 60914  
 Attn: Michael Wolf  
 Phone #: (815) 936-7612  
 Fax #:

The Purchaser agrees to purchase, and the Seller agrees to sell the equipment (the "Equipment") listed below. Further, Purchaser shall examine the Equipment and notify Seller within thirty (30) days of Seller's receipt of payment of any discrepancies in the Equipment.

EQUIPMENT SCHEDULE AND PURCHASE PRICE		
1	2016 ELGIN PELICAN NP STREET SWEEPER	\$201,790.00
1	JOHN DEERS 524K 4WHEEL DRIVE LOADER	\$135,989.32
	Equipment Cost	\$337,779.32
T.A.: IL-114-1		<b>TOTAL PURCHASE PRICE \$337,779.32</b>

The following terms and conditions shall apply to such purchase and sale:

**METHOD OF PAYMENT**

\$337,779.32 ( Three Hundred Thirty Seven Thousand Seven Hundred Seventy Nine Dollars and 32/100) shall be due and payable with execution of this agreement.

**AVAILABILITY**

The Seller agrees to make the Equipment available for shipment to Purchaser's location, on or before N/A.

**BILL OF SALE**

Upon Seller's receipt and acknowledgement of the purchase price, Seller hereby sells and transfers all of Seller's rights title and interest in and to the Equipment.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

THIS IS COUNTERPART NO. 1 OF 2 SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**BancLeasing, LLC dba CashFlow Lease**

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title

**Village of Bourbonnais**

By: \_\_\_\_\_  
Paul Schore Date

Title: Mayor

By: \_\_\_\_\_  
Brian Simeur Date

Title: Village Clerk

## TERMS AND CONDITIONS

1. **PRICE PROTECTION.** Prices of the Equipment stated herein shall be subject to any established price decrease, which includes any percentage price decrease announced by the manufacturer for the sale of like equipment in the United States. "Like Equipment" means machines with the same series and type designation. Seller agrees to notify Purchase of any such price decrease, which occurs prior to delivery, within forty-eight (48) hours of Seller's receipt of notification of same. In the event that the price of any machine stated herein publicly decreases pursuant to the terms of this Paragraph, Purchaser may elect to terminate this Agreement as to that machine, or the Agreement by writing to the Seller within fifteen (15) days from Purchaser's receipt of notification of the price increase; otherwise, the sale price as detailed in this Agreement, shall be reduced proportionately by the subject established price decrease.
2. **TAXES.** The Seller hereby warrants that any and all advalorem or other taxes incurred on the equipment, whether or not now due, while in the custody of the Seller, have been paid. The Purchaser warrants that the equipment purchased is intended for resale and Purchaser shall provide Seller a copy of Purchaser's exemption certificate upon request.
3. **TITLE and WARRANTIES.** Seller represents and warrants that the Seller is the lawful owner of the Equipment and that it is now and will be at the time of delivery free and clear of all liens, security interests, pledges or other encumbrances and that the conveyance to Purchaser will not be in violation of any rights and title upon payment of the purchase price for the equipment. Upon Seller's receipt and acknowledgement of the Purchase Price Seller warrants and defends the title of Purchaser and its successors and assigns against any claim to possession of or title to the Equipment, or for damages arising out of the title, sale and possession of the Equipment by Seller and its predecessors in title. Upon request by Purchaser, Seller will provide to Purchaser a copy of the Bill of Sale or comparable document identifying the Seller's immediate predecessor in title, or such further evidence of good and merchantable title as Purchaser may reasonably require.
4. **MAINTENANCE.** The Seller warrants that this Equipment has been and is now under the manufacturer's maintenance agreement and said equipment will be maintained until deinstallation. Seller will obtain and deliver to Purchaser a letter from the manufacturer as to maintenance status, engineering levels, and acceptance at new location, upon request of Purchaser. Acceptance of delivery of the Equipment prior to receipt of this letter by Purchaser does not constitute a waiver by Purchaser of this provision. Seller also warrants that the Equipment is fully and properly operational and functional both at the time of delivery and for thirty (30) days thereafter.
5. **DELIVERY.** Seller shall deliver Equipment to Purchaser on the date shown on page one of this Agreement. In the event that the Equipment is not delivered to Purchaser on that date, an amount equal to 100% of the manufacturer's current monthly rental charge divided by thirty (30) shall be paid to Purchaser per day until the Equipment is delivered to Purchaser.
6. **DEINSTALLATION.** All responsibility and expenses of deinstallation, preparation for shipment, and removal to Seller's dock will be the responsibility of Seller. All applicable cables, terminators, logics and diagnostics shall be included as part of the Equipment, and Seller shall be responsible for having them packed in good order. The Equipment will be prepared for shipment in accordance with the original manufacturer's specifications and shall be acceptable to the common carrier selected by Purchaser, which will be a common carrier capable of handling such Equipment. All transportation and draying charges from Seller's dock will be paid by Purchaser.
7. **CARE.** Until acceptance of Equipment by the carrier, Seller will use normal care in keeping the Equipment in good appearance and condition. Until then, the Seller will keep adequate insurance coverage on the Equipment to allow replacement in the event it is damaged or destroyed. This coverage should not be less than 150% of above sale price. Purchaser's responsibility for insurance coverage of this Equipment will begin when it is accepted by the common carrier selected for it. Seller will promptly notify Purchaser of any loss or damage to the Equipment which becomes known to Seller after the date of its signing this Agreement and before acceptance by the carrier.
8. **REMEDY FOR BREACH.** IN NO EVENT WILL PURCHASER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES FOR AN ALLEGED BREACH OF THIS AGREEMENT EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller acknowledges that Purchaser is purchasing this Equipment for resale and said contract to resell the Equipment before delivery by Seller. In such a situation, Seller acknowledges that Purchaser's remedy at law in the event of Seller's default will be inadequate and that specific performance of this Agreement will be an adequate remedy available to Purchaser, regardless of any local applicable rule or law to the contrary.
9. **TERMINATION.** Purchaser reserves the right to terminate this Agreement if Seller refuses or is unable to make delivery as specified herein. In the event of termination pursuant to this Paragraph, neither party shall be entitled to any damages whether liquidated or otherwise, and Seller shall return to Purchaser any funds paid toward the purchase price.
10. **SUBSTITUTION.** Prior to delivery of the Equipment, if Seller substitutes any item or items of the Equipment for another item or items of the same type and model, Seller must notify Purchaser in writing before such substitution is completed. In addition, Seller warrants that the substituted item or items are qualified for the manufacturer's maintenance agreement pursuant to the Paragraph entitled "Maintenance" above. Purchaser shall have the option of terminating any or all parts of this Agreement in the event that Seller elects to substitute any items of said Equipment.
11. **MISCELLANEOUS.**
  1. This constitutes the entire Agreement between Seller and Purchaser with respect to the purchase and sale of the Equipment and no representation or statement not contained herein shall be binding upon Seller or Purchaser as a warranty or otherwise unless in writing and executed by the party to be bound thereby. Any amendment to this Agreement must be in writing and signed by both parties.
  2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  3. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of IL including all matter of construction, validity, performance, and enforcement, and the parties expressly consent to the exclusive jurisdiction of the State and/or Federal Courts located within IL.
  4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
  5. The parties shall execute any and all documents necessary to effectuate this Agreement.
  6. Seller expressly warrants that the subject Equipment is fit for its intended purpose and merchantable, as said terms are defined determined by IL Uniform Commercial Code.
  7. Seller shall reimburse Purchaser for any and all costs, including attorneys fees, Purchaser may incur in the process of enforcing its rights under this Agreement.
  8. This Agreement and obligations of the Seller are not assignable without prior written consent of Purchaser. Any attempts to assign any rights, duties, or obligations which arise under this Agreement without such consent will be void.
  9. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THESE EXPRESS WARRANTIES ARE FURTHER IN LIEU OF ALL OBLIGATIONS ON THE PART OF THE SELLER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL DIRECT OR INDIRECT CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH THE EQUIPMENT OR THE USE OF PERFORMANCE THEREOF. FURTHERMORE, SELLER MAKES NO WARRANTY AS TO THE CONDITION OF THE EQUIPMENT BEYOND THAT DESCRIBED ABOVE.

BANK QUALIFIED CERTIFICATE

Re: **Master Lease Agreement With Purchase Option Addendum dated as of September 19, 2016 (the "Agreement"), between BancLeasing, LLC™ dba CashFlow Lease® ("Lessor") and Village of Bourbonnais ("Lessee")**

WHEREAS, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which the Agreement is executed (i.e., 2003) by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A Bank Qualified Issuer" is an issuer that designates not more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year for purposes of Section 265(b)(3)(B) of the Code.)

NOW, THEREFORE, Lessee hereby designates the Agreement as follows:

**1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations."

**2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and other than obligations "deemed designated" under Section 265(b)(3)(D)(ii) of the Code) in an amount greater than \$10,000,000.

Lessee: Village of Bourbonnais

X

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Dated as of: \_\_\_\_\_

## Form of Opinion of Counsel

Re: Lease Purchase Agreement dated September 19, 2016, by and between Village of Bourbonnais (the Lessee) and BancLeasing, LLC™ dba CashFlow Lease®, as Lessor.

BancLeasing and its assign:

I have acted as counsel to Village of Bourbonnais with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters. In this capacity I have reviewed a duplicate original or certified copy of the Lease and the exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a State, territory, or a possession of the United States, the District of Columbia, or any political subdivision thereof ("State or Local Governmental Unit") and has been delegated the right to exercise part of the sovereign power of the State or Local Governmental Unit. Lessee is a tax-exempt entity, as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").
2. Pursuant to Section 265(b)(3)(B)(i) of the Code, the Lessee has specifically designated the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee has represented that it has not and will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Lease is executed and delivered, as "qualified tax-exempt obligations."
3. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee has represented that it and any and all of its subordinate entities within the meaning of Section 265(b)(3)(E) of the Code reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and other than obligations "deemed designated" under Section 265(b)(3)(D)(ii) of the Code) in an amount greater than \$10,000,000.
4. The Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations hereunder and the transactions contemplated thereby.
5. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of the Lessee, and is a valid and binding contract of the Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditor's rights.
6. The authorization, approval, and execution of the Lease and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in

accordance with all applicable open meeting, public bidding, and all other laws, rules, and regulations of the State of IL.

7. The execution of the Lease and the appropriation of moneys to apply to the Lease Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form, or amount of indebtedness which may be incurred by the Lessee.
8. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of the Lessee; the authority of the Lessee, its officials or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Lease Payments under the Lease for the current fiscal year of the Lessee; or the ability of the Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
9. The Lease was duly and validly adopted by official action of the governing body of the Lessee on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and such official action has not been amended or repealed and remains in full force and effect.

Dated:

Very Truly Yours,

---



INCUMBENCY CERTIFICATE

I \_\_\_\_\_, DO HEREBY CERTIFY that I am the duly elected or appointed and acting Secretary/Clerk of the Village of Bourbonnais, a political subdivision or agency duly organized and existing under the laws of the State of Illinois that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that: (i) the signatures set opposite their respective names and titles are true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into the Lease Agreement identified by and between such entity and BancLeasing, LLC™ dba CashFlow Lease®.

Table with 3 columns: NAME, TITLE, SIGNATURE. Rows include Paul Schore (Mayor) and Brian Simeur (Village Clerk).

Signed and sealed by the undersigned on \_\_\_\_\_, 2016.

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

## INSURANCE ADDENDUM

This addendum applies to the lease ("Lease") that consists of Schedule 1 and each Acceptance Certificate that is made in connection therewith, all being made in accordance with Master Lease Agreement number 71568IL-114 dated September 19, 2016 between **BancLeasing, LLC™ dba CashFlow Lease®**, as Lessor, and Village of Bourbonnais, as Lessee.

Lessee hereby certifies that **property and liability insurance coverage(s)** ("Coverage(s)") required by the Lease is provided under the insurance policy or policies referenced below. Lessee hereby authorizes Lessor to obtain, and any insurance company or companies providing said Coverage(s) to release or issue to Lessor upon Lessor's request, either or both, the policy or policies of insurance, and/or endorsement(s) of Coverage.

Agent/Broker Name: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

Company Name: LEXINGTON INSURANCE COMPANY ; Lloyd's of London

Policy No.: \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Please provide a certificate of insurance, lender's loss payable endorsement, and additional insured endorsement as follows:

**Loss Payee & Additional Insured:** *BancLeasing, LLC dba CashFlow Lease and Peoples Bank of Kankakee County As Their Interests Appear 660 North Central Expressway, Suite 400 Plano, TX 75074 214.778.1840 Phone 214.778.1841 Fax*

**Insured Amount:** *\$371,557.25*  
**Equipment Description:** *See Exhibit "A"*

Lessee: Village of Bourbonnais

By: X \_\_\_\_\_  
Paul Schore Date

Title: Mayor

By: X \_\_\_\_\_  
Brian Simcur Date

Title: Village Clerk

# EXHIBIT A

<b>LESSEE:</b>	Village of Bourbonnais
<b>LEASE DATE:</b>	September 19, 2016
<b>SCHEDULE NO:</b>	1
<b>EQUIPMENT LOCATION:</b>	225 Mooney Drive, Bourbonnais, Kankakee County, IL 60914

QTY	TYPE	EQUIPMENT DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
1		2016 ELGIN PELICAN NP STREET SWEEPER		NP41138
1		JOHN DEERS 524K 4WHEEL DRIVE LOADER:		
1		FT4 ENGINE		
1		130 AMP ALTERNATOR		
1		MUFFLER WITH CHROME EXHAUST		
1		HI-LIFT ZBAR LINKAGE SYSTEM		
1		SEAT DELUXE WITHOUT LH STEERING		
1		3 FN/JYSTK/FAUX/FNR		
1		RIDE CONTROL SYSTEM		
1		30 AMP CONVERTER		
1		AXLE AUTO DIFF LOCK		
1		20N 5R25 1" 1.3 NBP RADIAL 3PC		
1		FL COVER FRONT & REAR FENDER PLATFORM		
1		HALOGEN WITH LED MARKER LIGHTS		
1		CAST HITCH		
1		HEATED OUTSIDE MIRRORS		
1		CAB WITH AIR CONDITIONING		
1		HIGH VISIBILITY ZB COUPLER		
1		2.5 HV COUPLER BUCKET WITH CUT EDGE		
1		ENGINE BLOCK HEATER		
1		ENVIRONMENTAL DRAIN		
1		AXLE COOLER		
1		STANDARD RADIO AM/FM		
1		TRANSMISSION GUARDS		
1		AUXILLARY BOTTOM GUARDS		
1		SMV EMBLEM		



## NON-APPROPRIATION ADDENDUM

Addendum to Lease # 71568IL-114 ("Lease") Dated September 19, 2016 between BancLeasing, LLC<sup>TM</sup> dba CashFlow Lease®, Lessor, and Village of Bourbonnais, Lessee.

This non-appropriation addendum ("NA Addendum") is an addendum to that certain Master Lease Agreement referenced above. Unless otherwise specified herein, all capitalized terms used in this NA Addendum have the same meaning as in the above referenced Master Lease Agreement, and all terms and conditions of the Master Lease Agreement not inconsistent with this NA Addendum shall be and remain in full force and effect.

The following is added to and is a part of the above referenced Master Lease.

A. Non-Appropriation. In the event Lessee anticipates being default under the Lease because:

1. Lessee will exhaust all funds legally available for all Lease Payments to be made during the Lessee's then current fiscal period (as used herein, fiscal period shall mean the period for which the Lessee normally appropriates funds for the payments of its then current obligations, for example a fiscal year) or funds sufficient to satisfy all of Lessee's obligation under the Lease will not be appropriated for the Lessee's fiscal period next following Lessee's then current fiscal period of the Lease, and;
2. Such non-appropriation is not the result of Lessee's act or Lessee's failure to act, and;
3. Lessee has exhausted all funds legally available for all Lease Payments due under the Lease; and
4. There is no other legal procedure by which the Lease Payment can be made to Lessor;

Lessee shall provide Lessor, at least ninety (90) days prior to the expiration of the then current fiscal period, with written notice and a written opinion from Lessee's counsel which notice and opinion shall certify that the items set forth in this section A. above are true and correct and that Lessee has not or will not directly or indirectly purchase, lease or in any way acquire services or equipment that are substantially similar to the equipment or services that are the subject of the Lease.

B. Provided that the Lessor has received the notices and opinion of counsel set forth in section A. herein above, Lessor shall terminate the Lease as of the beginning of the fiscal period for which the notice was given and Lessor's remedies shall be to (a) retain the advance Lease Payments, if any; (b) take possession of the Equipment; (c) sell, dispose of, hold, use or lease the Equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

C. Lessee will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause the interest component of the Lease Payments to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended ("Code") and applicable regulations and will take all actions within its powers to insure that the interest component of the Lease Payments will not become includable in gross income of the recipient under the Code and regulations thereunder. In particular, Lessee will continue to own and operate the Equipment throughout the term of the Lease and will not enter into any lease, management agreement, use agreement, capacity agreement, output contract or other agreement or contract relating to the Equipment if the effect thereof would be to cause the Lease to be considered a "private activity bond" or "private loan bond" pursuant to Section 141 of the Code.

D. The Securities and Exchange Commission (the SEC) has promulgated certain amendments to Rules 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. section 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the obligations, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories of the Rule. The principle amount of the Lease is less than \$1,000,000. The Lessee hereby represents that it has not issued and that it reasonably expects that it will not issue other obligations of the Lessee for the purposes as this Lease. The Rule is inapplicable to the Lease, because the principal amount thereof, and any other obligations to be integrated with the Lease, is less than \$1,000,000. Therefore, Lessee will provide continuing disclosure with respect to the lease.

THIS IS COUNTERPART NO. 2 OF 2 SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

LESSOR: **BancLeasing, LLC dba CashFlow Lease**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: **Village of Bourbonnais**

By: X \_\_\_\_\_  
**Paul Schore** **Date**

Title: Mayor

By: X \_\_\_\_\_  
**Brian Simeur** **Date**

Title: Village Clerk

**NOTE: SIGNATURE MUST BE SAME AS ON LEASE**



## MOTOR VEHICLE ADDENDUM

This is an Addendum to Acceptance Certificate # 1 Schedule #1 ("Lease") made pursuant to that certain Master Lease Agreement # 71568IL-114 ("Master Lease") between BancLeasing, LLC™ dba CashFlow Lease®, Lessor, and Village of Bourbonnais, Lessee.

Certain of the Equipment that is the subject of the above referenced Lease consist of one or more motor vehicles ("Vehicles"). The following provisions are in addition to the terms and conditions of the Lease and are hereby made a part of the Lease.

1. Each Vehicle shall be operated by safe and careful drivers that have a valid and effective driver's license that is required by the applicable licensing authority to operate the type of vehicle being driven. Such drivers shall be selected, controlled, employed, and covered under Lessee's liability insurance coverage. The driver of any Vehicle is conclusively presumed to be Lessee's agent and not Lessor's agent.
2. During the term of the Lease, Lessee will, at its sole expense (i) supply and replace all parts and tires of each Vehicle, when needed or required for the safe and lawful operation of the Vehicle; (ii) supply the necessary gasoline, oil, grease or other items required for the proper operation of each Vehicle; and (iii) arrange for the necessary garaging of each Vehicle.
3. LESSEE WILL AT ITS SOLE EXPENSE, OBTAIN ALL TITLES, REGISTRATION PLATES, PERMITS AND LICENSES, INCLUDING RENEWALS THEREOF, AND ALL FEDERAL, STATE AND LOCAL REPORTS OR TAX RETURNS REQUIRED FOR THE LAWFUL OWNERSHIP USE AND OPERATION OF EACH VEHICLE. THE LESSEE WILL CAUSE, WHERE PERMITTED BY APPLICABLE LAWS AND REGULATIONS, EACH VEHICLE TO BE REGISTERED IN THE NAME OF THE LESSEE, AS OWNER, AND IN THE NAME OF LESSOR AS FIRST LIEN HOLDER. And Lessee will promptly furnish Lessor, or its assigns with all certificates of title or registration. Lessee will not place any Vehicle in operation until the Vehicle has been properly titled, registered, licensed, and meets all legal requirements for operation in all jurisdictions where it is operated or to be operated. Lessee will maintain all required instructions, logs, other similar items and certificates of title and insurance in each Vehicle at all times.
4. In addition to the indemnities set forth in Section 12 of the Master Lease, Lessee will pay when due or immediately when demanded by Lessor, and will indemnify, protect, save, defend and hold Lessor harmless from and against (i) any obligations, licenses or other fees, liabilities, losses, damages, penalties, claims, actions, suits, cost and expenses, including legal expenses, of every kind and nature whatsoever imposed on or incurred by, or asserted against Lessor, its agents, employees, officers directors successors and assigns, in any way relating to or arising out of any authority or power of attorney issued by Lessor to any person designated by Lessee to apply on behalf of Lessor for licensing, re-licensing, titling, registration, re-registration of a Vehicle, or any odometer certification with respect to any Vehicle; (ii) towing charges, parking tolls, fines, speeding tickets, and other civil and criminal motor vehicle violations.
5. Lessee will maintain and operate each Vehicle in accordance with applicable law and regulations, insurance requirements and the manufacturer's warranty requirements and recommended service and preventative maintenance schedules and operating procedures. Lessee will not use any Vehicle or allow any Vehicle to be used for any unlawful purpose or storage, transportation or disposal of any property or material deemed hazardous under any federal, state or local law or regulation.

Initials X

6. If the terms and conditions of the Lease require the Lessee to return the Equipment at the end of the Lease, Lessee will pay all of the cost of all repairs that are not the result of normal wear and tear, including without limitation (i) replacement of any tire which is not of a like grade, quality and tread design as those originally placed on the Vehicle or which has less than 50% useable tread remaining; (ii) repair of all mechanical defects and any damage caused by removal of parts or electrical equipment that is not or has not become part of the Equipment; (iii) repair or replacement of all dented, scratched, chipped, rusted, burned, stained mismatched or missing body panels, paint or vehicle identification items, trim, grill work, glass, interior surfaces, upholstery and carpeting, and: (iv) all damages that would not be covered by any insurance, regardless of whether any insurance coverage is (or was at the time of an incident that would give rise to a claim) actually in force.

THIS IS COUNTERPART NO. 2 OF 2, SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

LESSOR: **BancLeasing, LLC dba CashFlow Lease**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: **Village of Bourbonnais**

By: X \_\_\_\_\_  
**Paul Schore** **Date**

Title: Mayor

By: X \_\_\_\_\_  
**Brian Simeur** **Date**

Title: Village Clerk

**NOTE: SIGNATURE MUST BE SAME AS ON LEASE**



ADDENDUM TO MASTER LEASE

This addendum "Addendum" is made to Master Lease #71568IL-114, dated September 19, 2016 between BancLeasing, LLC™ dba CashFlow Lease® ("BL") as lessor and Village of Bourbonnais as lessee ("Lease").

1. Notwithstanding anything to the contrary in the Lease, the parties hereto agree to add the following provision to the Lease, which shall be incorporated therein:

Lessee warrants that it is a state, or a political subdivision thereof, as defined in Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") and the related regulations and rulings thereunder, or the District of Columbia, and that Lessee's obligation under this Lease constitutes an enforceable obligation issued on behalf of a state or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its assignee, will qualify for exclusion from gross income for federal income tax purposes by Lessor, its assignee, and any participants with such, under Section 103 of the Code.

Lessee further warrants that (a) Lessee has the legal capacity to enter into this Lease and is not in contravention of any city, district, county or state statute, rule, regulation or other governmental provision; (b) during the Lease term, the Equipment will be used by Lessee only for the governmental or proprietary purpose stated herein consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee; and (c) it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest component of the Lease Payments under Section 103 of the Code; (d) it shall not, directly or indirectly, use or permit the use of the property financed with the Lease, or any portion thereby, by any person other than the governmental unit, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest component of the Lease Payments.

Lessee acknowledges and agrees that, if for any reason, the usage of the Equipment would cause any interest payment hereunder to lose its exclusion from gross income for federal income tax purposes, or if Lessee fails to comply with the information reporting or assignment requirements of Section 149(a) and (e) of the Code, then Lessee agrees to the extent allowed by law, to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been in had such payments been excluded from gross income for federal income tax purposes under Section 103 of the Code.

2. Except as expressly stated herein, all other terms and conditions of the Lease shall remain the same and in full force and effect. The capitalized terms used in this Addendum, not otherwise defined herein, shall have the same definition as in the Lease, and in the event of a conflict between the terms and conditions herein and the Lease, the terms and conditions of this Addendum shall prevail.

3. This Addendum shall be effective as of September 19, 2016("Effective Date")

IN WITNESS WHEREOF, the parties have signed this Addendum as of the Effective Date set forth above.

LESSOR: BancLeasing, LLC dba CashFlow Lease

LESSEE: Village of Bourbonnais

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

By:  \_\_\_\_\_  
Paul Schore Date

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Brian Simeur Date

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

Title: Village Clerk \_\_\_\_\_



ADDENDUM TO MASTER LEASE

This addendum "Addendum" is made to Master Lease #71568IL-114, dated September 19, 2016 between BancLeasing, LLC™ dba CashFlow Lease® ("BL") as lessor and Village of Bourbonnais as lessee ("Lease").

1. Notwithstanding anything to the contrary in the Lease, the parties hereto agree to add the following provision to the Lease, which shall be incorporated therein:

Lessee warrants that it is a state, or a political subdivision thereof, as defined in Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") and the related regulations and rulings thereunder, or the District of Columbia, and that Lessee's obligation under this Lease constitutes an enforceable obligation issued on behalf of a state or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its assignee, will qualify for exclusion from gross income for federal income tax purposes by Lessor, its assignee, and any participants with such, under Section 103 of the Code.

Lessee further warrants that (a) Lessee has the legal capacity to enter into this Lease and is not in contravention of any city, district, county or state statute, rule, regulation or other governmental provision; (b) during the Lease term, the Equipment will be used by Lessee only for the governmental or proprietary purpose stated herein consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee; and (c) it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest component of the Lease Payments under Section 103 of the Code; (d) it shall not, directly or indirectly, use or permit the use of the property financed with the Lease, or any portion thereby, by any person other than the governmental unit, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest component of the Lease Payments.

Lessee acknowledges and agrees that, if for any reason, the usage of the Equipment would cause any interest payment hereunder to lose its exclusion from gross income for federal income tax purposes, or if Lessee fails to comply with the information reporting or assignment requirements of Section 149(a) and (e) of the Code, then Lessee agrees to the extent allowed by law, to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been in had such payments been excluded from gross income for federal income tax purposes under Section 103 of the Code.

2. Except as expressly stated herein, all other terms and conditions of the Lease shall remain the same and in full force and effect. The capitalized terms used in this Addendum, not otherwise defined herein, shall have the same definition as in the Lease, and in the event of a conflict between the terms and conditions herein and the Lease, the terms and conditions of this Addendum shall prevail.

3. This Addendum shall be effective as of September 19, 2016("Effective Date")

IN WITNESS WHEREOF, the parties have signed this Addendum as of the Effective Date set forth above.

LESSOR: BancLeasing, LLC dba CashFlow Lease

LESSEE: Village of Bourbonnais

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

By: X \_\_\_\_\_  
Paul Schore Date

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

By: X \_\_\_\_\_  
Brian Simeur Date

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

Title: Village Clerk \_\_\_\_\_



## \$1.00 PURCHASE OPTION ADDENDUM

This addendum "Addendum" is made to Schedule #1, dated September 19, 2016 of Master Lease Agreement # 71568IL-114 ("Lease") between BancLeasing, LLC™ dba CashFlow Lease®, Lessor, and Village of Bourbonnais, ("Lessee").

1. Provided no Event of Default or event which with the giving of notice or lapse of time, or both, would constitute an Event of Default under the Lease, has occurred and is continuing, and further provided that the Lessee has, on a timely basis, fully complied with all terms and conditions of the Lease, Lessee upon giving prior written notice of its election to Lessor no later than Ninety (90) days prior to the end of the Base Term or any renewal thereof, may exercise one of the following options upon the expiration of the Base Term, or any renewal thereof.

- A. Lessee may purchase all, but not less than all, of the Equipment on an "AS IS, WHERE IS" basis for an amount equal to One Dollar (\$1.00), plus any applicable taxes and fees, which amount shall be payable to Lessor within ten (10) days following the end of the Base Term or any renewal thereof.
- B. If Lessee does not purchase the equipment as set forth above, Lessee may return the equipment to the Lessor pursuant to the terms of the Lease.

2. If this Lease is deemed by a court of competent jurisdiction to constitute a conditional sales agreement or a lease intended as a security, as that term is defined in Article 2A of the Uniform Commercial Code as adopted by the State of ILLINOIS, the following shall apply: Interest evidenced by this Agreement shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of the maximum amount of interest allowable by law shall be credited on the principal of the debt, or, if that has been paid, refunded. On any acceleration required or permitted prepayment, any such excess shall be cancelled automatically as of the date of acceleration or prepayment, or if the principal of the debt has been paid, refunded. This provision shall supersede any other contrary provisions in this document and all other instruments concerning the debt, if it is deemed to be a debt.

3. Notwithstanding any other provision of the Master Lease Agreement, the Acceptance Certificate or the Schedule to the contrary, Lessee shall timely file directly with each governmental entity having jurisdiction over the Equipment ("Governmental Entity"), all reports or returns concerning the value, use, ownership or lease of the Equipment, including without limitation, reports of excise taxes, personal property taxes and all other taxes and charges (all such amounts are collectively referred herein as "Taxes"). Lessee will timely pay directly to the appropriate Governmental Entity all Taxes imposed by each Governmental Entity during the term of this Lease, whether due before or after termination of this Lease. If Lessee, in good faith, believes that the value of the Equipment or the amount of Taxes determined or imposed are incorrect, Lessee shall comply with all requirements of any Governmental Entity regarding filing of protests and shall timely file all documents necessary to effectuate such protest. At the same time that Lessee notifies any Governmental Entity of a protest, it shall notify Lessor of the same. If requested by Lessor, Lessee shall immediately furnish Lessor proof of payment of Taxes. Lessee indemnifies and defends Lessor, its affiliates, their officers, agents and employees, assigns, successors, heirs and personal representatives of Lessor against all loss, liability and expense, including, without limitation, all attorney's fees (including costs of a successful defense) from claims for unpaid Taxes and penalties thereon. The provisions of this Section 3 shall survive termination of this Lease.

4. The capitalized terms used in this Addendum, not otherwise defined herein, shall have the same definition as in the Lease, and in the event of a conflict of terms and conditions among this Addendum and the Lease, and/or the Schedule to which this Addendum applies, the terms and conditions of this Addendum will apply.

LESSOR: BancLeasing, LLC dba CashFlow Lease

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

LESSEE: Village of Bourbonnais

By:  \_\_\_\_\_  
 Paul Schore Date

Title: Mayor \_\_\_\_\_

By:  \_\_\_\_\_  
 Brian Simeur Date

Title: Village Clerk \_\_\_\_\_

### NOTE: SIGNATURE MUST BE SAME AS ON LEASE



## \$1.00 PURCHASE OPTION ADDENDUM

This addendum "Addendum" is made to Schedule #1, dated September 19, 2016 of Master Lease Agreement # 71568IL-114 ("Lease") between BancLeasing, LLC™ dba CashFlow Lease®, Lessor, and Village of Bourbonnais, ("Lessee").

1. Provided no Event of Default or event which with the giving of notice or lapse of time, or both, would constitute an Event of Default under the Lease, has occurred and is continuing, and further provided that the Lessee has, on a timely basis, fully complied with all terms and conditions of the Lease, Lessee upon giving prior written notice of its election to Lessor no later than Ninety (90) days prior to the end of the Base Term or any renewal thereof, may exercise one of the following options upon the expiration of the Base Term, or any renewal thereof.

- A. Lessee may purchase all, but not less than all, of the Equipment on an "AS IS, WHERE IS" basis for an amount equal to One Dollar (\$1.00), plus any applicable taxes and fees, which amount shall be payable to Lessor within ten (10) days following the end of the Base Term or any renewal thereof.
- B. If Lessee does not purchase the equipment as set forth above, Lessee may return the equipment to the Lessor pursuant to the terms of the Lease.

2. If this Lease is deemed by a court of competent jurisdiction to constitute a conditional sales agreement or a lease intended as a security, as that term is defined in Article 2A of the Uniform Commercial Code as adopted by the State of ILLINOIS, the following shall apply: Interest evidenced by this Agreement shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of the maximum amount of interest allowable by law shall be credited on the principal of the debt, or, if that has been paid, refunded. On any acceleration required or permitted prepayment, any such excess shall be cancelled automatically as of the date of acceleration or prepayment, or if the principal of the debt has been paid, refunded. This provision shall supersede any other contrary provisions in this document and all other instruments concerning the debt, if it is deemed to be a debt.

3. Notwithstanding any other provision of the Master Lease Agreement, the Acceptance Certificate or the Schedule to the contrary, Lessee shall timely file directly with each governmental entity having jurisdiction over the Equipment ("Governmental Entity"), all reports or returns concerning the value, use, ownership or lease of the Equipment, including without limitation, reports of excise taxes, personal property taxes and all other taxes and charges (all such amounts are collectively referred herein as "Taxes"). Lessee will timely pay directly to the appropriate Governmental Entity all Taxes imposed by each Governmental Entity during the term of this Lease, whether due before or after termination of this Lease. If Lessee, in good faith, believes that the value of the Equipment or the amount of Taxes determined or imposed are incorrect, Lessee shall comply with all requirements of any Governmental Entity regarding filing of protests and shall timely file all documents necessary to effectuate such protest. At the same time that Lessee notifies any Governmental Entity of a protest, it shall notify Lessor of the same. If requested by Lessor, Lessee shall immediately furnish Lessor proof of payment of Taxes. Lessee indemnifies and defends Lessor, its affiliates, their officers, agents and employees, assigns, successors, heirs and personal representatives of Lessor against all loss, liability and expense, including, without limitation, all attorney's fees (including costs of a successful defense) from claims for unpaid Taxes and penalties thereon. The provisions of this Section 3 shall survive termination of this Lease.

4. The capitalized terms used in this Addendum, not otherwise defined herein, shall have the same definition as in the Lease, and in the event of a conflict of terms and conditions among this Addendum and the Lease, and/or the Schedule to which this Addendum applies, the terms and conditions of this Addendum will apply.

LESSOR: **BancLeasing, LLC dba CashFlow Lease**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

LESSEE: **Village of Bourbonnais**

By:  \_\_\_\_\_  
**Paul Schore** Date

Title: Mayor

By:  \_\_\_\_\_  
**Brian Simeur** Date

Title: Village Clerk

### NOTE: SIGNATURE MUST BE SAME AS ON LEASE

Let's Make It Happen...



**ACCEPTANCE CERTIFICATE  
#1**

**EXECUTED IN COMPLIANCE WITH MASTER LEASE AGREEMENT #: 71568IL-114**

Transaction #: IL-114-1

Schedule #1

Qty	Equipment Type	Model Number	Equipment Description	Serial Number
-----	----------------	--------------	-----------------------	---------------

LOCATION – 225 Mooney Drive, Bourbonnais, Kankakee County IL 60914

1	2016 ELGIN PELICAN NP STREET SWEEPER			NP41138
1	JOHN DEERE 524K 4WHEEL DRIVE LOADER:			
1	FT4 ENGINE			
1	130 AMP ALTERNATOR			
1	MUFFLER WITH CHROME EXHAUST			
1	HI-LIFT ZBAR LINKAGE SYSTEM			
1	SEAT DELUXE WITHOUT LH STEERING			
1	3 FN/JYSTK/FAUX/FNR			
1	RIDE CONTROL SYSTEM			
1	30 AMP CONVERTER			
1	AXLE AUTO DIFF LOCK			
1	20N 5R25 1" 1.3 NBP RADIAL 3PC			
1	FL COVER FRONT & REAR FENDER PLATFORM			
1	HALOGEN WITH LED MARKER LIGHTS			
1	CAST HITCH			
1	HEATED OUTSIDE MIRRORS			
1	CAB WITH AIR CONDITIONING			
1	HIGH VISIBILITY ZB COUPLER			
1	2.5 HV COUPLER BUCKET WITH CUT EDGE			
1	ENGINE BLOCK HEATER			
1	ENVIRONMENTAL DRAIN			
1	AXLE COOLER			
1	STANDARD RADIO AM/FM			
1	TRANSMISSION GUARDS			
1	AUXILLARY BOTTOM GUARDS			
1	SMV EMBLEM			

THIS IS COUNTERPART NO. 2 OF 2 SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Initials X

Let's Make It Happen...



ACCEPTANCE CERTIFICATE  
#1

EXECUTED IN COMPLIANCE WITH MASTER LEASE AGREEMENT #: 71568IL-114

Transaction #: IL-114-1                      Schedule #1

Qty	Equipment Type	Model Number	Equipment Description	Serial Number
-----	----------------	--------------	-----------------------	---------------

LOCATION – 225 Mooney Drive, Bourbonnais, Kankakee County IL 60914

Base Term ("Base Term") in Years:                      5  
 Acceptance Date:                      \_\_\_\_\_ LESSOR Initials: \_\_\_\_\_  
 Lease Payments are paid:                      Quarterly  
 Amount of Each Lease Payment:                      \$17,956.90 plus Tax, if applicable  
 Advance Payment:                      \$17,956.90 (constituting an amount equal to the First Lease Payment)  
 Stipulated Loss Value                      \$371,557.25  
 End of Term Purchase Option                      As set forth in the Master Lease or Purchase Option Addendum, attached thereto and incorporated therein.

LESSEE HEREBY AFFIRMS THAT EACH ITEM OF EQUIPMENT LISTED ABOVE HAS BEEN DELIVERED, IS WORKING SATISFACTORY AND IS ACCEPTED FOR ALL PURPOSES OF THE LEASE.

ON THE ACCEPTANCE DATE SET FORTH ABOVE, THIS ACCEPTANCE CERTIFICATE BINDS LESSEE AND CONSTITUTES A SEPARATE LEASE GOVERNED BY THE TERMS OF THE MASTER LEASE AGREEMENT.

LESSOR: BancLeasing, LLC™ dba CashFlow Lease®

LESSEE: Village of Bourbonnais

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By:  \_\_\_\_\_  
 Paul Schore                      Date  
 Title: Mayor  
 By:  \_\_\_\_\_  
 Brian Simeur                      Date  
 Title: Village Clerk

THIS IS COUNTERPART NO. 2 OF 2 SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Initials \_\_\_\_\_

Let's Make It Happen...



**SCHEDULE  
1**

**MADE IN COMPLIANCE WITH MASTER LEASE AGREEMENT #: 71568IL-114**

**T.A. #: IL-114-1**

Qty	Equipment Type	Model Number	Equipment Description	Serial Number
-----	----------------	--------------	-----------------------	---------------

As set forth on each Acceptance Certificate that is summarized by this Schedule.

**Number of Acceptance Certificates summarized by this Schedule: 1**

Base Term in Years:	5
Lease Payments are paid:	Quarterly
Amount of Lease Payment:	\$17,956.90 plus Tax, if applicable
Advance Payment:	\$17,956.90 (constituting an amount equal to the First Lease Payment)
Stipulated Loss Value(s):	\$371,557.25 (The Aggregate of the Stipulated Loss Value(s) set forth on each Acceptance Certificate that is summarized on this Schedule).
End of Term Purchase Option:	As set forth in the Master Lease or Purchase Option Addendum, attached thereto and incorporated therein.

THIS SCHEDULE CONSOLIDATES AND INCORPORATES BY REFERENCE THE FACTS AND DATA OF EACH ACCEPTANCE CERTIFICATE THAT IS RELATED TO AND ASSOCIATED WITH THIS SCHEDULE AS IDENTIFIED ABOVE. WHEN EXECUTED BY THE LESSEE, THIS SCHEDULE SHALL BE THE LEASE OF THE EQUIPMENT IDENTIFIED ON THE ACCEPTANCE CERTIFICATE(S), IS GOVERNED BY THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT 71568IL-114 AND SHALL BE BINDING UPON AND ENFORCEABLE AGAINST LESSEE IN THE SAME MANNER AS EACH ACCEPTANCE CERTIFICATE(S).

LESSOR: BancLeasing, LLC™ dba CashFlow Lease®

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE: Village of Bourbonnais

By: X \_\_\_\_\_  
Paul Schore Date

Title: Mayor \_\_\_\_\_

By: X \_\_\_\_\_  
Brian Simeur Date

Title: Village Clerk \_\_\_\_\_

**EXHIBIT "B" ATTACHED:  
FINANCE DIRECTOR OPINION**



# Village of Bourbonnais

600 Main Street NW • Bourbonnais, Illinois 60914

(815) 937-3570

Fax (815) 937-3467

[www.villageofbourbonnais.com](http://www.villageofbourbonnais.com)

## EXHIBIT "B"

Re: Lease Purchase Agreement dated September 19, 2016, by and between Village of Bourbonnais (the Lessee) and BancLeasing, LLC <sup>TM</sup> dba CashFlow Lease®, as Lessor.

I have acted as the Finance Director to Village of Bourbonnais with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters. I am a certified Public Accountant and in this capacity I have reviewed a duplicate original or certified copy of the Lease and the exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

- A) the Lease, (Master Lease Agreement and other supporting documents) meets the requirements of the IRS regulations to be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(C) of the IRS Code of 1986 (the "Code") as amended; and
- B) the Village of Bourbonnais has not issued, and reasonably anticipates that it will not issue Tax Exempt obligations in the amount exceeding \$10,000,000.00, during the current calendar year.

Signature: Michael Wolf  
Michael Wolf,  
Village of Bourbonnais Finance Director/ CPA

**VILLAGE OF BOURBONNAIS, ILLINOIS**

---

**ORDINANCE NO. 16-2036**

**AN ORDINANCE DESIGNATING DEPOSITORIES  
FOR THE VILLAGE OF BOURBONNAIS, ILLINOIS**

---

**ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

---

Published in pamphlet form by authority of the Board of Trustees of the Village of  
Bourbonnais, Kankakee County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2016.

**ORDINANCE NO. 16-2036**

**AN ORDINANCE DESIGNATING DEPOSITORIES  
FOR THE VILLAGE OF BOURBONNAIS, ILLINOIS**

**WHEREAS**, the Village of Bourbonnais, an Illinois municipal corporation, hereafter referred to as the "Village", needs to deposit moneys that it collects for public purposes in safe and appropriate accounts and investments; and

**WHEREAS**, 65 ILCS 3.1-35-50 requires that, when requested by the Municipal Treasurer, the corporate authorities shall designate one or more banks or savings and loan associations in which may be kept the funds and money of the municipality which is in the custody of the Treasurer; and

**WHEREAS**, the Village Finance Director has researched the banks servicing Kankakee County and has supplied a list of appropriate banks and financial institutions for the deposit of municipal funds from the Village which is attached hereto and made part hereof as Exhibit "A"; and

**WHEREAS**, the corporate authorities hereby find and determine that the banks and financial institutions listed on Exhibit "A": shall be depositories for Village monies as allowed and limited by Illinois statute and Village ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:**

Section One: The corporate authorities of the Village hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

Section Two: The Banks and financial institutions listed on Exhibit "A" are hereby designated as depositories of the Village of Bourbonnais. The depository relationship governed by this ordinance may be terminated by the Village by written notice to said banks and financial institutions or by said banks and financial institutions by written notice to the Village.

Section Three: The funds of the Village may be deposited by its officers, agents and employees, and the Village Treasurer and the Finance Director are hereby authorized to open and maintain an account or accounts with said banks and financial institutions and to endorse and deposit with said banks and financial institutions negotiable instruments and orders for the payment of money, which endorsements may be made in writing or by a stamp and without designation of the person so endorsing.

Section Four: Checks and drafts of this Municipality drawn on any of the Banks or financial institutions listed on Exhibit "A" and orders for transfer or withdrawal of funds of the Village on deposit in said Bank, in whatever form, shall be signed by any two (2) of the following village officers:

Village President- Paul Schore  
Village Clerk- Brian Simeur  
Village Treasurer- Ron Riebe  
Village Trustee- Vera Amiano

Section Five: The designation of depositories herein and the powers set forth above shall continue and remain in force until express notice in writing of the revocation has been duly given to an officer of the above named banks.

Section Six: The Village Clerk, and anyone he so designates, is hereby authorized to deliver a certified copy of this ordinance to the presidents of each of the banks set forth in herein. The Village President and the Village Finance Director are hereby authorized to enter into any other document or agreement necessary to carry out the intent of this ordinance including but not limited to the Municipality Authorization Resolution attached hereto as Exhibit "B".

Section Seven: The corporate authorities direct that the Village President, and anyone he so designates, shall notify the sureties of the municipal treasurer of that fact that a new depository has been designated hereby, in writing at least 5 days before the transfer of funds as required by 65 Ill. Comp. Stat. Ann. 5/3.1-35-50

Section Eight: All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section Nine: Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid.

Section Ten: That this Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
VOTING RECORD AND SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____
Trustee King	Aye - _____	Nay - _____	Absent - _____
Trustee Keast	Aye - _____	Nay - _____	Absent - _____
Trustee Littrell	Aye - _____	Nay - _____	Absent - _____

**TOTALS:**            AYE - \_\_\_\_\_ NAY - \_\_\_\_\_            ABSENT- \_\_\_\_\_

---

PAUL SCHORE  
Village President

ATTEST:

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BRIAN SIMEUR  
Village Clerk

STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF KANKAKEE )

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 16-2036**

**AN ORDINANCE DESIGNATING DEPOSITORIES  
FOR THE VILLAGE OF BOURBONNAIS, ILLINOIS**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that this ordinance was published in pamphlet form on the date written upon its face and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Village Clerk

**Exhibit "A"- List of Banks and Financial Institutions As Village Depositories:**

1. Municipal Trust and Savings Bank
2. Bank of Bourbonnais
3. HomeStar Bank
4. Peoples Bank
5. First Trust Bank

Exhibit "B": Attached Municipality Authorization Resolution

**MUNICIPALITY AUTHORIZATION RESOLUTION  
TO OPEN ACCOUNTS AND TO PROCURE ATM/DEBIT CARDS  
WITH MUNICIPAL TRUST & SAVINGS BANK**

This is to certify: That a meeting of the Board of Directors of the VILLAGE OF BOURBONNAIS duly called and held on \_\_\_\_\_ the following resolution was adopted: RESOLVED, that checks of this Municipality drawn on MUNICIPAL TRUST & SAVINGS and orders for transfer or withdrawal of funds of this Municipality on deposit in said Bank, in whatever form, shall be signed by any TWO of the following officers:  
(one, two, or more)

NAME	TITLE
PAUL SCHORE	MAYOR
BRIAN SIMEUR	CLERK
RONALD RIEBE	TREASURER
VERA AMIANO	FINANCE CHAIR

Checks, drafts, notes, bills of exchange, stop payments and orders for the payment of money may be endorsed by the above named person(s) and deposited with Bank for credit or cashed for cash or cash equivalents. Such endorsements may be made in writing or by a stamp and without designation of the person(s) so endorsing. This entity assumes entire responsibility for the use of actual or purported stamp, computer generated, mechanically or electronically generated facsimile signature(s) of any persons named in the foregoing resolution appearing on checks, drafts, or orders of this entity drawn on Municipal Trust & Savings Bank, and for payment made by said institution in reliance thereon, which payment may be charged to this entity, regardless of by whom or by what means the actual or purported facsimile signature(s) are affixed. The financial institution hereby is authorized and directed to honor as genuine and as authorized instruments of the entity and all checks, drafts, or other orders for the payment of money drawn in the name of the entity and signed with facsimile signature(s) whether by stamp, computer generated, mechanically, or electronically generated means for the designated agents(s) authorized above. The bank is further authorized to allow the above individual(s) access to telebank and/or online banking and to honor all transactions completed on either. The Bank is further authorized to issue ATM/Debit cards to any of the above named person(s).

BE IT FURTHER RESOLVED, that the said Bank is hereby authorized and directed to honor and pay any checks, obligations and orders for the payment of money drawn on or payable at, or which shall be paid or honored by Bank when so authorized, whether or not such checks be payable to the order of one of the foregoing persons either in his individual or official capacity or deposited to his individual credit. The undersigned also authorizes and requests you to receive deposits and conduct the said account(s) in accordance with the instructions stated above and on the authorized signature card filed with you.

IT IS FURTHER RESOLVED, that the Clerk of the Municipality is authorized and directed to deliver to the Financial Institution the foregoing resolution. The Financial Institution is authorized to rely upon this resolution until rescission is received and it has acknowledged receipt of such notice. The Financial Institution shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in accordance with this resolution. Financial Institution shall not be liable for any direct or consequential loss (including damages, claims, lawsuits, costs, expenses, and attorney fees) which the Municipality may incur as a result of any improper, unlawful or dishonest act by an authorized person(s) in the negotiation of such instruments, except as caused by the bank=s gross negligence or unlawful act. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved.

IN WITNESS WHEREOF, I do hereby certify that the foregoing is a copy of a resolution passed as therein set forth. I have hereunto affixed my name as Clerk and have caused the seal of said Municipality to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

X Ronald Riebe  
RONALD RIEBE, ATTEST

X \_\_\_\_\_  
BRIAN SIMEUR, Clerk  
IMPRINT SEAL HERE

**VILLAGE OF BOURBONNAIS, ILLINOIS**

---

**ORDINANCE NO. 16-2037**

**AN ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR  
THE \$8,780,000 GENERAL OBLIGATION BONDS (SEWERAGE SYSTEM  
ALTERNATE REVENUE SOURCE), SERIES 2016, OF THE VILLAGE OF  
BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE 2016 TAX LEVY  
YEAR**

---

**ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

---

**ORDINANCE NO. 16-2037**

**AN ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR THE \$8,780,000 GENERAL OBLIGATION BONDS (SEWERAGE SYSTEM ALTERNATE REVENUE SOURCE), SERIES 2016, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE 2016 TAX LEVY YEAR**

**WHEREAS**, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Bourbonnais, Kankakee County, Illinois, an Illinois Municipal Corporation (the “Village”) on the 17th day of October 2016 adopted a certain ordinance, to-wit: **Ordinance No. 16-2031 (An Ordinance authorizing and providing for the issue of not to exceed \$13,500,000 General Obligation Bonds (Sewerage System Alternate Revenue Source), Series 2016, of the Village of Bourbonnais, Kankakee County, Illinois, for the purpose of financing necessary improvements to the sewerage system of said Village and refunding certain outstanding revenue bonds of said Village, prescribing the details of said bonds, providing for the imposition of taxes to pay the same, and for the collection, segregation and application of said sewerage system revenues and certain sales taxes to pay said Bonds, and authorizing the sale of said bonds to Bernardi Securities, Inc.)** (the “Bond Ordinance”) which ordinance was duly filed with the County Clerk of Kankakee County, Illinois (the “County Clerk”); and

**WHEREAS**, the Bond Ordinance authorizes and directs the County Clerk to levy an amount of money each year sufficient to pay the principal of and interest due on the Bonds authorized by the Bond Ordinance; and

**WHEREAS**, pursuant to the Bond Ordinance, including but not limited to specifically Sections 16 and 17, the Village Finance Director has determined and has reported to the corporate authorities, and the corporate authorities hereby find and determine, that moneys held in the Bond Fund or otherwise held in trust for the payment of debt service on the Bonds, together with the amount to be extended for collection taking into account the abatement herein, will be sufficient for the punctual payment of the principal of and interest on the Bonds; and

**WHEREAS**, the Corporate Authorities find and determine that the Village has sufficient funds from the pledged revenues as authorized by the Bond Ordinance for payment of the principal and interest on the Bonds and that there is no reason or need to levy taxes for such purpose for the 2016 tax levy year.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:**

Section One: The corporate authorities of the Village hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

Section Two: Any and all tax levy heretofore authorized by the Bond Ordinance, in its entirety, be and the same is abated, and that the Kankakee County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal of and the interest on the Bonds issued pursuant to the Bond Ordinance for the 2016 tax levy year.

Section Three: The Village President and Clerk are hereby authorized to prepare, execute and submit any and all necessary documents, papers and forms to carry out the intention of this Ordinance, including but not limited to filing a certified copy of this Ordinance with the County of Kankakee, Illinois. It shall be the duty of said County Clerk to abate any said tax levied for the year 2016 in accordance with the provisions hereof.

Section Four: Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid.

Section Five: That this Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
VOTING RECORD AND SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____
Trustee King	Aye - _____	Nay - _____	Absent - _____
Trustee Keast	Aye - _____	Nay - _____	Absent - _____
Trustee Littrell	Aye - _____	Nay - _____	Absent - _____

**TOTALS:**            **AYE - \_\_\_\_\_ NAY - \_\_\_\_\_ ABSENT- \_\_\_\_\_**

---

**PAUL SCHORE**  
Village President

**ATTEST:**

---

**BRIAN SIMEUR**  
Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE    )

SS.

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 16-2037**

**AN ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR THE \$8,780,000 GENERAL OBLIGATION BONDS (SEWERAGE SYSTEM ALTERNATE REVENUE SOURCE), SERIES 2016, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE 2016 TAX LEVY YEAR**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that this ordinance was published in pamphlet form on the date written upon its face and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Village Clerk

**VILLAGE OF BOURBONNAIS, ILLINOIS**

---

**RESOLUTION NO. 16-1255**

**A RESOLUTION SETTING A MINIMUM HOURLY REQUIREMENT FOR  
PARTICIPATION IN IMRF CONCERNING PENSION BENEFITS.**

---

**ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

---

Published in pamphlet form by authority of the Board of Trustees of the Village of  
Bourbonnais, Kankakee County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2016.

**RESOLUTION NO. 16-1255**

**A RESOLUTION SETTING A MINIMUM HOURLY REQUIREMENT FOR PARTICIPATION IN IMRF CONCERNING PENSION BENEFITS.**

**WHEREAS**, the Village of Bourbonnais, an Illinois municipal corporation, hereafter referred to as “the Village” offers its employees pensions through the Illinois Municipal Retirement Fund, hereafter “IMRF”; and

**WHEREAS**, Section 7-137 of the Illinois Pension Code provides that effective August 12, 2011, non-school employers in the Illinois Municipal Retirement Fund may elect to exclude from participation in the Fund persons in positions normally requiring performance of duty for less than 1,000 hours per year; and

**WHEREAS**, the exclusion may be applicable only to persons first employed in positions under the Fund after the adoption of this resolution; and

**WHEREAS**, the corporate authorities of the Village find that Section 7-137 of the Illinois Pension Code authorizes the Village to adopt such exclusion and it is desirable that it do so;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:**

Section One: The corporate authorities of the Village hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

Section Two: The Corporate Authorities of the Village do hereby elect to exclude from participation in the Illinois Municipal Retirement Fund all officials and employees in positions normally requiring performance of duty for less than 1,000 hours per year.

Section Three: that the exclusion authorized by this Resolution shall apply only to officials and employees who first occupy offices or positions under the Fund after adoption of this resolution.

Section Four: The Village President, Clerk and any employee of the Village so authorized by the President shall be authorized hereby to take any and all necessary actions, including but not limited to filing a duly certified copy of this resolution with the Illinois Municipal Retirement Fund, to carry out the intent of this Resolution.

Section Five: That this resolution shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____
Trustee King	Aye - _____	Nay - _____	Absent - _____
Trustee Keast	Aye - _____	Nay - _____	Absent - _____
Trustee Littrell	Aye - _____	Nay - _____	Absent - _____

**TOTALS:**                    **AYE - \_\_\_\_\_ NAY - \_\_\_\_\_ ABSENT- \_\_\_\_\_**

---

**PAUL SCHORE**  
Village President

**ATTEST:**

---

**BRIAN SIMEUR**  
Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE )        SS.

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, insofar as the same relates to the adoption of a resolution numbered and entitled:

**RESOLUTION NO. 16-1255**

**A RESOLUTION SETTING A MINIMUM HOURLY REQUIREMENT FOR PARTICIPATION IN IMRF CONCERNING PENSION BENEFITS.**

a true, correct and complete copy of which resolution as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Village Clerk

# Events Calendar

Monthly View

18 November 2016

18 November 2016

4 October

December

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

44

30

31

1

2

3

4

5

6

7

8

9

10

11

12

45

05:30pm Board Meeting

13

14

15

16

17

18

19

46

06:30pm Planning Commts ...

20

21

22

23

24

25

26

47

05:30pm Board Meeting

06:30am Submittal Dead ...

Thanksgiving Da ...

Day after Thank ...

27

28

29

30

48

1

2

3

Default

Holiday

Board Meetings

All Categories ..

# Events Calendar

Monthly View

December 2016

	4 November			December 2016			January		
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
48	27	28	29	30	1	2	3		
49		5 05:30pm Board Meeting	6	7	8	9	10		
50	11	12	13	14	15 06:30pm Planning Comms ...	16	17		
51	18	19 05:30pm Board Meeting	20	21	22	23	24 Christmas Eve		
52	25 Christmas Day	26 Christmas Day H ...	27	28	29	30	31		

Default | Holiday | Board Meetings | All Categories ...

PROCLAMATION HONORING THE BOURBONNAIS UPPER GRADE  
CENTER 8<sup>TH</sup> GRADE VARSITY BASEBALL TEAM

Proclamation No. 16-298

WHEREAS, the Corporate Authorities of the Village of Bourbonnais are pleased to recognize and congratulate the Bourbonnais Upper Grade Center 8<sup>th</sup> Grade Varsity Baseball Team for its 4<sup>th</sup> place finish at the Illinois Elementary School Association (IESA) State Baseball Championship Tournament.

WHEREAS, the Bourbonnais Upper Grade Center baseball team exhibited great determination and a commitment to teamwork to achieve excellence. The Village Authority wishes to recognize the following team members:

Ean Andrews	Brock Spaulding
Easton Byrne	Jack Spittal
Payton Domagalski	Jake Spoon
Michael Freitas	Zach Starr
Andrew Jasmin	Anthony Sykes
Justin Longtin	Trever Walters
Anthony Mancilla	Jaden Williams-Beard
Kevin Schroer	Jacob Zwiener

WHEREAS, the 2016 baseball team lives have been positively impacted by their experience in learning that hard work, dedication, and teamwork results in great success.

WHEREAS, the Village recognizes that strong, passionate, and committed leadership is essential for a successful program and improving the lives of students. The Village hereby congratulates Coaches Patrick Arlis and Chad McDaniel for their leadership and inspiration.

NOW THEREFORE BE IT RESOLVED, that, We, the Corporate Authorities of the Village of Bourbonnais, and on behalf of the citizens of the Village, hereby recognize and congratulate the 2016 Bourbonnais Upper Grade Center 8<sup>th</sup> Grade Varsity Baseball Team for their achievement on this 21<sup>st</sup> day of November, 2016.

Proclaimed this 21<sup>st</sup> day of November, 2016.

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Paul Schore, Mayor

ATTEST:

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Brian Simeur, Village Clerk

PASSED and adopted this 21<sup>st</sup> day of November, 2016.