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VILLAGE BOARD

March 16, 2017

Board of Trustees

Pete Larnaca
Frank DeSimone
Gene Jaworski
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Martin O'Connell
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Ms. Alexandra Verven
1804 North Naper Blvd.
Naperville, Illinois 60563

Re: March 10, 2017 FOIA Request

Village Clerk

Lisa Rivera-Trujillo

Dear Ms. Verven:

Village Manager

Frank K. Sammons

I am pleased to help you with your March 10, 2017 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on March 10, 2017. You requested copies of the items indicated below:

"Resolution from 2006 or 2007 regarding the sale of a 1994 fire engine from the Village to the Fire Protection District 2."


After a search of Village files, the following documents are enclosed to fulfill your request:

- 1) Village of Bensenville Resolution No. R-72-2007 entitled *"Authorizing Execution of an Intergovernmental Agreement by and Between the Village of Bensenville and Bensenville Fire Protection District No. 2"*. (84 pgs.)

These are all of the documents that can be discovered responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-72-2007

**AUTHORIZATION EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE
VILLAGE OF BENSENVILLE
AND
BENSENVILLE FIRE PROTECTION DISTRICT NO. 2**

WHEREAS, on or about the 7th day of November, 2006, voters located within the corporate limits of the Village of Bensenville (the "Village") passed and approved a referendum providing for the establishment of the Bensenville Fire Protection District No. 2 (the "District");

WHEREAS, on or about the 28th day of November, 2006, Judge B. Wheaton entered an order accepting the results of the referendum and declaring the District to be legally formed;

WHEREAS, the Village does hereby conclude, and the District has concluded, that it is in their mutual best interest and in the best interests of the taxpayers of the Village and in the best interest of all persons living within and/or owning property within the corporate limits of the Village or within the unincorporated areas presently served by the Bensenville Fire Department for the Parties to make suitable and lawful provision for the transfer of fire fighting functions, property and equipment from the Village to the District;

WHEREAS, the attached intergovernmental agreement is in furtherance of and fulfills the Village's representation to its residents and taxpayers that the transfer of the assets of the Bensenville Fire Department to the District would be at no cost to the District.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the Village and the District, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes this intergovernmental cooperation; and

WHEREAS, the Corporate Authorities of the Village do hereby find and determine, and the corporate authorities of the District have determined, that entering into the attached intergovernmental agreement is in the best interests of the Village and the District and best serves the promotion of the public health, safety and welfare of persons and property within the Village and the District or as otherwise served by the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

SECTION ONE: That the foregoing recitals are incorporated herein as the findings of the Corporate Authorities of the Village of Bensenville.

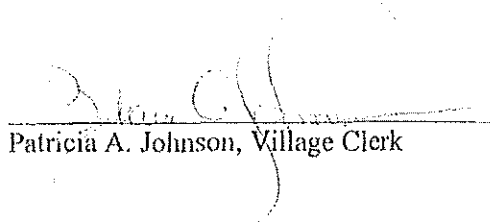
SECTION TWO: That the Intergovernmental Agreement by and between the Village of Bensenville and Bensenville Fire Protection District No. 2 (the "Agreement") attached hereto and made a part hereof (and specifically including all those exhibits and agreements attached and made a part thereto) is hereby approved. The Village President is authorized to sign, and the Village Clerk to attest, said Agreement, together with

attached agreements/exhibits, and any and all other documents and instruments necessary or otherwise required to consummate same.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on April 30, 2007.

ATTEST:

APPROVED:


Patricia A. Johnson, Village Clerk


John C. Geils, Village President

AYES: Adamowski, Basso, Mandziara, Tralewski, Williams

NAYS: NONE

ABSENT: Walberg

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE
VILLAGE OF BENSENVILLE
AND
BENSENVILLE FIRE PROTECTION DISTRICT NO. 2**

THIS AGREEMENT (the "Agreement") is made as of January 1, 2007, by and between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation ("Village"), and the BENSENVILLE FIRE PROTECTION DISTRICT NO. 2 ("District"), an Illinois fire protection district and municipal corporation. The Village and the District are sometimes hereinafter individually referred to as a "Party" and/or collectively referred to as the "Parties". In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, the Parties hereby agree as follows:

Section 1. Recitals.

A. **Whereas**, on or about November 7, 2006, voters located within the corporate limits of the Village passed and approved a referendum providing for the establishment of the District; and

B. **Whereas**, on or about the November 28, 2006, Judge Wheaton entered an order accepting the results of the referendum and declaring the District to be legally formed; and

C. **Whereas**, the Parties have concluded that it is in their mutual best interest and in the best interests of the taxpayers of the Village of Bensenville and in the best interest of all persons living within and/or owning property within the corporate limits of the Village or within the unincorporated areas presently served by the Bensenville Fire Department for the Parties to make suitable and lawful provision for the transfer of fire fighting functions, property and equipment from the Village to the District; and

D. **Whereas**, 70 ILCS 705/9 provides, in part, as follows:

"In acquiring from any...village...any fire protection facilities including...all obligations under any pension or annuity plan or plans and all other contractual liabilities applicable to the maintenance of fire protection facilities, said fire protection district shall compensate said...village...for the fair and reasonable value of said works..."

and

E. **Whereas**, 70 ILCS 705/11b provides, in part, as follows:

"Where...any...village...is in fact owning, operating and maintaining fire protection facilities located within the corporate limits of a fire protection district,...such...village...shall be paid and reimbursed for its actual

expenditures and for all existing obligations incurred, including all pension and annuity plans applicable to the maintenance theretofore made in establishing such facilities and in acquiring, constructing, improving and developing any such existing facilities in the manner provided for by this Act. The terms for payment shall provide for reimbursement in full within not less than 20 years from the date of such agreement”;

and

F. **Whereas**, the Village desires to waive its rights to direct compensation for the “fair and reasonable value” or for the “actual expenditures” made and incurred for the acquiring, constructing, improving and developing of all existing facilities and equipment being transferred to the District and the Parties desire to accomplish said transfer in accordance with the terms of this Agreement as hereinafter set forth; and

G. **Whereas**, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the Village and the District, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes this intergovernmental cooperation; and

H. **Whereas**, the District’s corporate limits are wholly contained within the corporate limits of the Village; and

I. **Whereas**, the Parties acknowledge that the Village will continue to be responsible for the provision of fire fighting services between the date of this Agreement and the “Effective Date” (as hereinafter defined) and that, until the Effective Date, the Parties agree to work cooperatively so as to facilitate the transition from the Village fire department to the provision of firefighting services by and through the District; and

J. **Whereas**, the Parties embrace the concept of establishing a framework for an intergovernmental cooperative relationship for the provision of joint services and agree to work together to investigate possible means of furthering appropriate vehicles for the continued achievement of the Parties’ goals with the overall objective of enhancing the public health, safety and welfare in the Village of Bensenville; and

K. **Whereas**, the Corporate Authorities of each of the respective Parties (as hereinafter defined) have determined that entering into this Agreement is in the best interests of the Village and the District and best serves the promotion of the public health, safety and welfare of persons and property within the Village and the District or as otherwise served by the Village.

Section 2. Incorporation of Recitals. The Recitals set forth in Section 1 of this Agreement are hereby expressly incorporated into this Agreement as substantive provisions hereof.

Section 3. Definitions: Rules of Construction.

A. **Definitions.** Whenever used in this Agreement, the following terms shall have the following meanings, unless a different meaning is required by the context:

"Apparatus": Motorized firefighting, rescue and emergency medical service vehicles including, without limitation, pumpers, ladder trucks, tankers, rescue squads, and ambulances, used by Fire Department for the provision of Fire Protection and EMS Services. Apparatus does not include Staff Vehicles. All Apparatus to be conveyed under the terms of this Agreement is listed on and contained within Exhibit B attached hereto and incorporated herein.

"Battalion Commander": Supervisor who is also a Firefighter/EMT-B, assigned to function as the person in charge of a shift, as may be established by the Fire Department from time to time, overseeing operations at all of the Fire Stations. A Battalion Commander may hold the rank of Lieutenant or higher.

"Corporate Authorities": In the case of the District, the Board of Trustees of the District and, in the case of the Village, the Village President and Board of Trustees of the Village.

"District No. 1 Territory": That portion of the land and property located within the corporate limits of the Bensenville Fire Protection District No. 1 which is presently served by the Village's Fire Department as depicted on the map attached as Exhibit A.

"District No. 2 Territory": All land and property wholly contained within the corporate limits of the Village as depicted on the map attached as Exhibit A.

"Effective Date": May 1, 2007

"Fire Administration Services": Services provided by the Fire Chief and support staff of the Fire Department, in connection with the operation of the Fire Department.

"Fire Chief": The administrative head of the Fire Department.

"Fire Department": The fire department of the Village commonly referred to as the Bensenville Fire Department, over which operational control will be transferred to the District on the Effective Date. After the Effective Date, "Fire Department" shall mean the fire department of the District.

"Firefighter": An individual whose duty includes participating in the work of controlling and extinguishing fire at the location of any such fire, whether or not he is assigned to an area of fire service other than the actual extinguishing of fire.

"Firefighter/EMT-B": A Firefighter who is also licensed as an Emergency Medical Technician, Basic level from the State of Illinois.

"Firefighter/EMT-P": A Firefighter who is also licensed as a Paramedic by the State of Illinois.

"Fire Protection and EMS Services": Services and activities associated with responding to calls for assistance in the case of:

- fire,
- medical emergencies (including transport),
- hazardous materials incidents,
- complaints of hazardous conditions,
- fire alarm activations,
- entrapped individuals,
- paramedic rescues,
- technical rescues (such as high angle rescue, below grade rescue, confined space rescue, trench collapse and structural collapse),
- fire investigations;

together with any other service or situation that falls within the reasonable and customary services provided by fire departments of similar size and capability in the Chicago metropolitan area.

"Fire Services": Fire Protection and EMS Services, Non-Emergency Fire Services, Fire Administration Services, and Special Services.

"Fire Stations": Station #1 and Station #2.

"Lieutenant": An officer of the Fire Department who is also a Firefighter/EMT-B whose responsibilities are established by the job description published by the Fire Department from time to time.

"Non-Emergency Fire Services": Fire prevention and fire prevention education services and other similar non-emergency services customarily provided by fire departments of similar size and capability in the Chicago metropolitan area as may be provided by law. "Non-Emergency Fire Services" SHALL NOT include fire code enforcement or inspections, or the review of plans for construction and development for compliance with all applicable codes, unless the Parties execute a separate intergovernmental agreement pursuant to Section 11A of this Agreement making provision therefore.

"Operational Costs": Subject to the limitations hereinafter provided, those amounts paid or incurred by the Village on behalf of the District from the date of this Agreement to the Effective Date in the provision of the Fire Services to the Territory, including, without limitation, Fire Administration Services, Personnel Costs; dispatch costs; insurance costs including all premiums, deductibles and other amounts related thereto; fire prevention; community education; professional development; training; contractual services; commodities; Board of Fire Commissioners activities associated with Firefighter/EMT-Bs and promotional ranks within the Fire Department within the Commission's jurisdiction; recruitment, testing, hiring and promotion expenses; equipment purchases; program expenditures; legal services fees incurred after January 1, 2007 including those associated with the drafting of this Agreement, collective bargaining contract negotiations, grievances, arbitrations, terminations, discipline and litigation arising out of, or resulting from an action or claim by, on behalf of, or related to any employee or employees, or former or potential employees, or employees of the Fire Department; telephone, computer and furnishings costs; communications and dispatch center costs; Apparatus and Staff Vehicles maintenance costs, information systems costs; and mutual aid call responses.

"Paramedic": A licensed paramedic under Illinois law.

"Personal Property": Fire Services related property to be transferred to the District as listed on Exhibit B. The list of the Personal Property incorporated herein as Exhibit B includes elements of

the Fire Service related equipment purchased by the Village for its police department personnel who were to serve as public safety officers including helmets, gloves, boots, bunker coats and pants, passport devices, self contained breathing apparatus, masks, face shields and oxygen tanks as further set forth on Exhibit B. Exhibit B specifically does not include the 1941 Pirsch Fire Engine which shall remain the sole and exclusive property of the Village.

"Personnel Costs": Wages (including any stipends) and benefits, including, without limitation, medical and life insurance, 125 Plan and bookkeeping account contributions, Social Security, Medicare, and pension, paid to or provided for Fire Department personnel.

"Special Services": Services performed by the Fire Department within the Territory involving non-emergency arrangements for Fire Department personnel attendance at: (i) special events on a stand-by basis, (ii) special community education, open houses or other informational events, and (iii) private special events.

"Staff Vehicles": Vehicles other than Apparatus used by the Fire Department for the provision of Fire Services.

"Station #1": The fire station located at 500 S. York Road in the Village.

"Station #2": The fire station located at 700 West Foster Avenue in the Village.

"Territory": The area comprising the property located within the corporate limits of the Village together with that portion of the Fire District No. 1 Territory for which the Village has previously contracted to provide Fire Services as those areas are depicted upon Exhibit A heretofore incorporated herein, or which the District shall contract to provide Fire Services to Bensenville Fire Protection District No. 1.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal or

state holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal or state holiday.

Section 4. Provision of Fire Services.

A. Provision of Fire Services. Prior to the Effective Date, the Village, by and through the Fire Department, shall be the exclusive provider of, and shall provide, all Fire Services within the Territory. Upon the Effective Date, the District shall assume all of the Village's responsibilities for the provision of Fire Services within the Territory except for Code Enforcement, inspections, and construction and development plan reviews. It shall be the responsibility of the District to secure from the State Fire Marshall the written confirmation that the District is ready to place its fire protection facilities in operation as required by 70 ILCS 705/11b.

B. Hours of Operation of Fire Services. The Fire Protection and EMS Services shall be available and provided within the Territory on a continuing basis, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including all State of Illinois and federal holidays.

C. Dispatching of Calls for Service. The Parties acknowledge and agree that the Village currently provides dispatching services to the police, fire and public works departments. Unless the District contracts for dispatch services from another source, and for so long as the Village provides dispatching service, the Village shall dispatch all calls for Fire Protection and EMS Services through the Village's dispatch center. Prior to the Effective Date, the Village shall pay the costs of the dispatch service as part of the Operational Costs assumed hereunder. It is anticipated that, after the Effective Date, the District's dispatching service will be provided by Bloomingdale Fire Protection District. However, in the event the dispatching services are not able to be transitioned to the Bloomingdale District on May 1, 2007 then the Village shall provide the dispatch services until the Bloomingdale District's dispatch center is fully able to provide the services. After May 1, 2007, should the Village continue to operate its own dispatch service and to the extent that the District continues to use the Village's dispatch service, the District's share of the Village's cost for operating the dispatch center shall be proportional to the number of calls for the District's services handled by the center. The Village shall provide to the District an accounting of the costs of the dispatch center including all call volume and District call volume. The District's cost will be determined by dividing the total cost of the dispatch center, as agreed to between the Parties, by the total number of calls received at the dispatch center and then multiplying that

amount by the number of District calls dispatched by the Village. The Village's computation of the District's share of the dispatch costs shall be reflected on an invoice for such services which shall be rendered monthly and the District shall pay such costs within 45 days of the date of the invoice. Should the District dispute the correctness of any such invoice, the District shall promptly notify the Village of the nature of the dispute and shall further arrange to meet with Village representatives to resolve such dispute. This notification and meeting shall occur within the 45 day period herein provided for the payment of the invoice. Should the District fail to provide the required notice or arrange to meet with the Village within said 45 day period, the District shall be deemed barred from contesting the correctness of the invoice.

All calls for assistance shall be handled in the order in which they are received with due regard for the emergency nature of calls received for Fire Service as the Village may, in its sole and exclusive discretion, determine. Dispatching may be limited from time to time by the capacity of the dispatch center's alarm system or by extreme conditions imposed by conditions generally recognized as constituting "force majeure" or other "acts of God."

After the Effective Date, if the Village elects to secure dispatch services from an outside agency and if, at that time, the Village is serving the dispatching needs of the District, the Village will notify the District of its intent to do so sufficiently in advance so as to permit the District to have meaningful participation in the negotiations with the potential providers as well as to explore alternative options. Upon the Effective Date, the District will have the option to continue to receive dispatch service through the Village, as herein provided, or to secure separate dispatching service through a provider of the District's choice.

In the event the District elects to contract for dispatch services from another provider, and for so long as the Village continues to provide dispatch services, the Village shall take all necessary steps to ensure District calls are forwarded to the District's dispatch center in a timely and professional manner without any undue delay subject only to the occurrence of conditions generally recognized as constituting "force majeure" or other "acts of God."

After the Effective Date and for so long as the Village elects to continue to provide dispatch services, the Village may retain the fire alarm system monitoring services and the fees generated thereby.

There shall be no charge to the District for the Village's transference of Fire Department service requests to the District's dispatch center. The degree to which the Village and the District participate or receive the benefits of 911 surcharge revenue will be determined through the 911 Board

D. Provision of Special Services. The District shall make good faith efforts to provide Special Services reasonably requested by community organizations. Such Special Services shall be provided only as specified and approved by the District on a pre-arranged and pre-scheduled basis taking into consideration the availability of resources and the effect that provision of such Services may have upon the operations of the District. The District shall have the authority to assess reasonable and customary charges to the recipients of such Special Services. However, the District agrees that, unless otherwise determined by the District, there shall be no fees for routine Special Services provided by the District to the Village or other local taxing bodies' for the District's participation in community events such as the Village's "Music in the Park" and other traditional parades and events.

E. Mutual Aid, Automatic Aid and Other Agreements. The Village has, and the District may, enter into agreements with other units of local government for the exchange of mutual and automatic aid in the provision of Fire Protection and EMS Services and for the use of equipment, apparatus or personnel necessary or desirable for the provision of the Fire Services, including instances where cost savings or other economic efficiencies can be obtained. Attached hereto and incorporated herein as Exhibit C is a list of the mutual aid agreements heretofore entered into by the Village. Included within Exhibit C are all agreements the Village has for the provision of Fire Service within District No. 1 Territory. To the extent permitted by law, the Village hereby assigns, and the District hereby accepts the assignment, of the agreements identified on Exhibit C. After the Effective Date, whether such agreements should be continued or renewed shall be reserved to the sound discretion of the Corporate Authorities of the District.

F. Jurisdictional Area. During the term of this Agreement, the corporate limits of the District shall be wholly contained within the corporate limits of the Village. If, at any time during the term of this Agreement, it is determined that some territory is located within the District that is not incorporated within the corporate limits of the Village, the District will either cooperate to secure the incorporation of said territory into the Village or will, to the maximum extent permitted by law, disconnect the territory from the

District's corporate limits so that the intent of the first sentence of this subsection 4. F. may be fulfilled. Should any conflict exist between the language of this subsection 4. F. and any other provision of this Agreement or exhibit attached thereto, particularly Exhibit A, the Parties intend that the language of this subsection shall control.

The District and its Corporate Authorities further agree not to annex any additional territory into the corporate limits of the District, unless the territory has previously been annexed into the Village. The Village shall require any property owner seeking to annex property into the Village to also annex that property into the District. This provision shall not be deemed or interpreted as a restriction on the right of the District to contract for the provision of Fire Services to areas outside the Territory.

Section 5. Fire Stations, Personal Property & Operational Costs.

A. Transfer of Personal Property. The Parties agree Exhibit B contains all of the Personal Property owned by the Village and used or useful in the provision of Fire Service, whether owned or leased by the Village, is to be transferred at no direct charge to the District. Therefore, the Village shall execute a Bill of Sale or, as appropriate, an assignment of lease in a form reasonably acceptable to the District by which it shall transfer to the District the title or right to all Village owned or leased Fire Service related Personal Property contained in any of the current Village Fire Stations or other Village facility. The Parties reasonably believe that all such Personal Property which is to be transferred to the District has been identified in Exhibit B but further agree that, to the extent Personal Property is located in Station 1 and Station 2, if such Personal Property is not listed on Exhibit B, it is the intent of the Parties to include such Personal Property in the transfer contemplated herein. Further, as soon as practicable, the Parties agree to inspect Station 3 (located at 90 O'Leary Street) for the purpose of determining whether there is any additional Personal Property used or useful in providing Fire Service. As to the Personal Property located in Station 3, if any, the Parties shall mutually agree upon those items of Personal Property that should be transferred to the District and the Village will, upon such agreement, transfer to the District ownership or leasehold rights with respect to the agreed upon property.

If, prior to the Effective Date, additional Personal Property is acquired by the Village or existing Personal Property is destroyed or deemed no longer to be used or useful in the provision Fire Service, the Parties agree to amend Exhibit B prior to the District assuming operational control of the Fire

Department for the purpose of including or excluding such items of Personal Property as may be appropriate to reflect the intent of the Parties.

Notwithstanding the foregoing, in 2002, the Village purchased a Pierce Lance pumper truck for approximately \$405,000. The Village borrowed the money to pay for the truck and the balance due on the loan is approximately \$92,000. The Village will continue to pay the loan in accordance with its terms until the entire remaining balance is satisfied. If the Village does not presently possess title to the truck, it will transfer that title to the District upon its receipt.

The Parties acknowledge that the Village Fire Department has been awarded a FEMA 2006 grant in the amount of \$89,000 with a 10% matching fund requirement. This grant is likely to be funded after May 1, 2007 and the Parties shall take all necessary steps to transfer the grant to the District. The District shall assume the matching fund obligation and the Village shall have no additional responsibility or other obligation for the grant.

B. Ownership Status. The Fire Stations shall be used by the Fire Department in the provision of the Fire Services. As of the date of this Agreement, there are two Fire Stations which are owned or leased by the Village which are to be conveyed and transferred to the District as hereinafter provided:

- i. Fire Station #1 is presently leased by the Village from the Bensenville Park District pursuant to a Lease dated June 17, 1970.
- ii. Fire Station #2 is in owned by the Village.

Fire Station #1 was constructed by the Village upon real property leased by the Village from the Bensenville Park District (the "Fire Station #1 Property"). That lease contains an option to purchase the Fire Station #1 Property in favor of the Village. The Village has notified the Park District of its intention to exercise the option and acquire fee simple title to the Fire Station #1 Property. The Park District has filed a petition in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois seeking lawful authority to convey the Fire Station #1 Property to the Village. Irrespective of the Effective Date, the Village and the Fire Protection District will cooperate to secure the conveyance of the Fire Station #1 Property from the District. At such time as the Village has acquired fee simple title thereto, it will annex the Fire Station #1 Property into the Village's corporate limits and rezone it as may be necessary to permit its continued use as a fire station, and convey same to the Fire Protection District including all of

the improvements appurtenant thereto together with the Personal Property located therein and thereon. This transfer shall be without direct cost to the District.

As soon as practicable after the execution of this Agreement, the Parties shall enter into a separate real estate transfer agreement substantially in the form of the agreement attached hereto and incorporated herein as Exhibit D. The transfer of fee simple title to Fire Station #1 Property will occur as soon as practical after the Effective Date provided that the Village has first acquired such fee simple title thereto. In the event the Village is unable to obtain fee simple title to the Fire Station #1 Property, the Village will attempt to assign the existing lease with respect thereto and, if that proves unsuccessful, will assist the Fire Protection District in securing a new, separate lease from the Park District for the Fire Station #1 Property. The Parties agree that the Village's undertakings, as set forth in this subsection, require the Village to exercise its best efforts including, at the Village's option and in the exercise of its sole and exclusive discretion, the initiation of litigation with the Park District to secure the transfer of fee simple title to the Fire Station #1 Property. The Village and the District agree to cooperate to secure the results anticipated by this paragraph. Nonetheless, and subject to the Village's obligation to exercise its best efforts as herein required, should the Village be unable to secure fee simple title to the Fire Station #1 Property or, in the alternative, should the Village be unable to secure the assignment of the lease or the procurement of a new lease covering the Fire Station #1 Property in favor of the Fire Protection District, the Village shall have no further liability or obligation to the Fire Protection District regarding the Fire Station #1 Property and shall not be required to provide any additional compensation to the District as a result thereof.

The Village will convey Fire Station #2 to the Fire Protection District including all of the improvements appurtenant thereto together with the Personal Property located therein and thereon. This transfer shall be without direct cost to the District. Contemporaneously with the execution of this Agreement, the Parties shall enter into a separate real estate transfer agreement substantially in the form of the agreement attached hereto and incorporated herein as Exhibit C.

The transfer of the title to Fire Station #2 will occur as soon as practical after the Effective Date. The transfer of title to the District of the Station #2 property shall be subject to the retention by the Village of a general access easement permitting the Village, its employees, agents and contractors access to the

Village's water supply and treatment facilities, related sewer and water mains and other utilities for the purposes of ownership, operation, maintenance, repair and replacement. If necessary, the property will be subdivided and the Village shall be provided access easement across the District's Station #2 property as appropriate and necessary. It is agreed that the District shall not be required to pay any special assessment or special service area fees for the Station #2 property.

In February 2006, several building code deficiencies were discovered in Village Fire Department facilities regarding back-flow prevention devices and necessary water expansion tanks. The Village agrees to pay for the necessary repairs, installations and/or modifications for all such work previously identified. The specific deficiencies and the estimated costs of repair are set forth respectively in Exhibits D and C attached hereto.

C. Payment of Operational Costs. The Village shall continue to operate the Fire Department and be responsible for the payment of the actual Operational Costs of said operation until the Effective Date. The District represents and warrants that it has not incurred on behalf of the Village any unusual or extraordinary liability or expense which has not been previously authorized by the Village. The Parties agree that the Village shall be liable for any and all expenses incurred prior to the Effective Date for which an invoice is received within sixty (60) days after the Effective Date. The District shall be liable for any and all expenses incurred after the Effective Date and for any and all expenses incurred prior to the Effective Date but for which invoices are received more than sixty (60) days after the Effective Date. The district shall notify all vendors of the foregoing provisions within thirty (30) days after the Effective Date. It is the express intent of the Parties that the Village shall continue to operate the Fire Department through April 30, 2007 in the same manner as it has heretofore operated the same.

Notwithstanding the foregoing, in order to maintain the current minimum staffing level until the Effective Date, the District shall pay to the Village the cost of the overtime directly related to maintaining a five man minimum from January 1, 2007 to April 30, 2007. All other Operational Costs incurred for the period from January 1, 2007 until the Effective Date shall be paid by the Village as hereinbefore provided.

Notwithstanding the preceding limitations, the Village shall be fully responsible for any additional evaluation, testing, and remediation of environmental conditions located upon any of the real property to be conveyed or assigned hereunder when such additional remediation is required by the laws of the

United States or the State of Illinois. This obligation shall be limited to conditions which exist as of the Effective Date of this Agreement. The Parties shall cooperate to endeavor to accomplish any additional required remediation.

Phase 1 environmental studies shall be performed with respect to the sites on which the Fire Stations are located. Phase 2 studies will be undertaken if reasonably necessary and the Village will absorb the costs of these studies and any required remediation disclosed by the studies as a condition of closing the transfer of title to these properties.

After the Effective Date, the Village shall charge the District for its water usage at the applicable rate as established under the Village Code.

D. Transfer and Conveyance to be "As Is": Except as otherwise provided in this Section 5, the District will accept the transfer and conveyance of the Personal Property and the Fire Stations, including the realty upon which they are located, "as is" and the Village shall have no further responsibilities with respect thereto which are in addition to, or other than, those spelled out in this Agreement.

Section 6. Personnel and Chain of Command.

From and after the Effective Date, staffing of the Fire Department shall be the responsibility of the District. All regular, temporary, contractual and seasonal full-time and part-time personnel necessary to provide the Fire Services shall be provided and trained by the District. All Firefighter/EMT-Bs and other ranks (except the Fire Chief and the second in command/Deputy Chief if removed from the Board of Fire Commissioners process by ordinance) hired or promoted by the District on and after the Effective Date shall be hired or promoted pursuant to applicable state law, including the Board of Fire Commissioners process, 70 ILCS 705/16.01 *et seq.*, as applicable, and any laws, rules, regulations or ordinances promulgated there under. All current Village Fire Department personnel, except Code Enforcement Personnel, shall become District employees upon the Effective Date.

One sworn member of the Fire Department, Chief Jack Barba, will retire on or before the Effective Date. The Village will adjust Chief Barba's compensation for pension purposes in an amount sufficient to assure that Chief Barba will enjoy a retirement benefit equal to that which he would have enjoyed had he continued to serve at his present rank until February, 2008, which would have been his 30th year of

service. In addition, the Village will be responsible for directly compensating Chief Barba for his accumulated sick leave and vacation time. The District and the Village agree to jointly defend Chief Barba should the Bensenville Firefighters' Pension Board challenge or otherwise deny or interfere with Chief Barba's pension benefits determined in accordance with the formula herein provided.

The District will accept the assignment of the Village's contract with the Bensenville Professional Firefighters Association, Local 2968, IAFF with an effective date of May 1, 2005 as of the Effective Date. A copy of the Villages contract with the Union is attached hereto and incorporated herein as Exhibit "E". The District agrees to indemnify, defend and hold the Village harmless from any loss, damage, judgment or settlement of any claim made against the Village, its officers, agents, employees and attorneys arising out of the District's performance or failure to perform any of the District's obligations under this contract. In addition, the Village shall indemnify, defend and hold the District harmless from any loss, damage, judgment or settlement of any claim made against the District, its officers, agents, employees and attorneys arising out of the Village's performance or failure to perform any of the Village's obligations under this contract.

The District at its discretion may contract directly with the Union at any time on or after the Effective Date.

Section 7. Determination and Payment of Costs of the District.

A. Unfunded Liability. In addition to the Operational Costs, the Village shall remain liable for the following expenses, if any, the liability for which accrued prior to the Effective Date as herein provided. These additional expenditures may or may not be able to be precisely determined or fully anticipated upon the Effective Date of this Agreement including:

- i. Payment of judgments and settlements for claims incurred prior to the Effective Date of this Agreement;
- ii. Payments required under the Public Safety Employee Benefits Act ("PSEBA"), 820 ILCS 320/1 *et seq.*, the Public Employee Disability Act, 5 ILCS 345, the Workers' Compensation Act, 820 ILCS 305/1 *et seq.* or other similar legislation, whether enacted by the state or federal government or resulting from any judgment, settlement, or ruling for liabilities accruing prior to the Effective Date of this Agreement; and
- iii. Except as otherwise provided herein, payments required due to unfunded mandates, whether enacted by the State or federal government or resulting from any judgment, settlement, or ruling; related to the employment of personnel in the Fire Department that were not mandated by law or assumed by agreement

with the collective bargaining representatives for the employees of the Fire Department as of the Effective Date; and

- iv. Subject to the following provisions of this Section 7. A., the following payments to be made to the Firefighters' Pension Fund for obligations accruing on or before the Effective Date: (a) amounts withheld for said purpose from firefighters' salaries; (b) any amounts received for said purpose from the County Clerks of DuPage or Cook County; and (c) any amount budgeted by the Village for this purpose for the fiscal year 2006/2007 which remains unpaid as of the date this Agreement is executed.
- v. Payments required to satisfy the Village's obligations for environmental remediation as required by Section 5. C. of this Agreement and payments required to bring Station #1 and Station #2 into compliance with building codes as required by Section 5. B. of this Agreement all in accordance with Exhibits D and E attached hereto and incorporated herein.

Payments under items ii, iii and iv above must be solely applicable to Fire Department employees who are currently employed by the Village as of the execution of this Agreement. Said amounts shall be limited to liabilities which accrued prior to the Effective Date.

The Parties reasonably believe that the value of the Personal Property and real estate to be conveyed to the District hereunder together with the assumption of the Operational Costs as herein identified, being the total value of the items referenced in Sections 4, C., 5. A., B. and C., 7. A. and B. and 8. exceeds the sum of Three Million Two Hundred Fifty Eight Thousand (\$3,258,000) dollars. The value of these various items are as set forth on Exhibit "F" that is attached hereto and is, by this reference, incorporated herein. This sum represents the actual expenditures of the Village in the provision of Fire Service and further represents the fair and reasonable value of the property transferred as required by the statutes referenced in the above recitals. Irrespective of the Village's statutorily recognized right of compensation and reimbursement pursuant to Sections 9 and 11b of the Illinois Fire Protection District Act, as set forth above, the Village waives any and all reimbursement or compensation from the District for any and all items of property transferred or costs incurred in the provision of Fire Services as itemized on Exhibit "F".

Except as otherwise herein provided and notwithstanding the foregoing, the District in accordance with the previously recited statute, hereby assumes sole responsibility for all funding of the Bensenville Firefighters' Pension Fund. It is understood that, as of April 30, 2006, the Firefighters' Pension Fund had assets of Eight Million Nine Hundred Thirty Thousand Eighty Three (\$8,930,083) Dollars and was funded

at a level equal to 71.4% of an actuarially determined required funding level, which 71.4% funding level exceeded average comparable State and municipal funding levels as of said date. The District expressly acknowledges and agrees that it is assuming sole responsibility for all funding obligations for the Pension Fund, including any past and currently unfunded amounts actuarially determined to be due to the Pension Fund and all future funding obligations to come due to the Pension Fund. The Parties further recognize that it shall be the responsibility of the District to assume and perform all duties and responsibilities identified in 40 ILCS 5/4-106.1 (b). The Parties acknowledge the existence of an ongoing dispute between the Village and the Bensenville Firefighters Pension Fund regarding the Pension Fund's claim to allegedly lost earnings from funds which were allegedly not timely turned over to the Pension Fund. In the event there is a settlement or a final determination by a court of final jurisdiction that the Village owes any amount of lost earnings as allegedly due to the Pension Fund, it is agreed that the District shall not be responsible for payment of that judgment amount regardless of its date.

B. Employee Group Insurances, Computer Network and Phone Systems. The Village shall continue to cover Fire Department personnel within the Village's existing Group Health, Dental, Vision and Prescription Insurance plans, and permit District personnel to participate in the Nationwide Retirement Solutions Post Employment Health Plan program through the Effective Date. The costs of this coverage are Operational Costs as herein defined and provided for. The Village will assist and cooperate with the District in exploring the District's coverage options. Upon the Effective Date, the District will assume full responsibility for all District employee insurance programs, including any changes in coverage, deductible costs, out of pocket expenses and other benefits of any kind and, thereafter, the Village shall have no further responsibility with respect thereto.

If, as of the Effective Date, the District has not secured separate employee insurance coverage, the District's employees shall continue to be covered by the Village's existing insurance coverage and the District shall be liable to the Village for the payment of all premiums attributable to the coverage provided to and on behalf of the District's employees. The Village will notify the District of the cost of the coverage afforded to the District's employees and the District shall compensate the Village for the actual cost of this coverage on or before the 15th of each month for which coverage is provided. Notwithstanding the foregoing, and without regard to whether the District has secured replacement insurance coverage for the

District's employees, the Village shall be entitled to cease all insurance coverage for District employees 90 days after the Effective Date. The Parties will cooperatively determine whether the District should jointly participate with the Village in providing employee insurance plans or separately purchase employee insurance coverage.

The Village will continue to provide computer and phone system service and maintenance to the District until the Effective Date. The Village will assist and cooperate with the District in exploring the District's computer and phone service needs. Upon the Effective Date, the District will assume full responsibility for securing and paying for all District computer and telephone needs and, thereafter, the Village shall have no further responsibility with respect thereto. The Village will work with the District to have all telephone numbers currently used by the Fire Department, including seven digit emergency numbers, transferred to the District. District employees who had a Village e-mail account prior to the Effective Date will continue to have access to their Village e-mail account for ninety days after the Effective Date.

C. Obligation to Budget and Levy Sufficient Funds. Each Party agrees to appropriate or budget and to levy and extend sufficient funds, from time to time, as may be necessary to implement their respective obligations under this Agreement.

D. Hydrant Testing and Maintenance. The Village will provide fire hydrant testing of Village hydrants at no cost to the District, and will provide the District notice of any flow concerns and of hydrants needing service. The Village shall be solely responsible for maintenance, repair and replacement of its waterworks system, including all fire hydrants in District No. 1.

Section 8. Insurance.

A. Coverage Provided. Until the Effective Date, the Village shall continue to provide insurance coverage for the provision of Fire Services, as herein defined, in the same manner and to the same extent as hereinbefore provided. The costs of this coverage shall be included within the Operational Costs assumed by the Village during the Transition Period. Upon the Effective Date, the District shall be solely responsible for securing adequate insurance coverage for the provision of Fire Services within the Territory. The District shall secure the insurance coverage's in the amounts which are

no less comprehensive than those presently provided by the Village. At present, the Village provides the following insurance coverage associated with the provision of Fire Services:

- i. Commercial General Liability;
- ii. Business Auto Liability for any Apparatus or Staff Vehicles used in the provision of Fire Services under this Agreement, regardless of whether owned by the Village or the District, or held in joint ownership by the Parties;
- iii. Vehicle Property Damage for any Apparatus or Staff Vehicles used in the provision of Fire Services under this Agreement, regardless of whether owned by the Village or the District, or held in joint ownership by the Parties;
- iv. Property Insurance on the Fire Stations' property, including contents;
- v. Workers' Compensation; and
- vi. Employers' Liability for employees and agents of the District who perform Fire Services under this Agreement.

B. Indemnification. The Village does hereby indemnify and shall hold the District harmless from and against any and all claims which may arise due to the Village's failure to keep and maintain the insurance coverage's specified in Section 8. A. above until the Effective Date. The District does hereby indemnify and shall hold the Village harmless from and against any and all claims which may arise after the Effective Date due to the failure of the District to secure and maintain insurance coverage's no less comprehensive than those presently provided by the Village as hereinbefore specified.

C. Proof of Coverage. If, prior to the Effective Date, the District requests the Village to provide the District with a certificate of insurance or other acceptable evidence of coverage demonstrating that either through self-insurance or commercial insurance, the coverage's required by this Section 8. and identified in Subsection A. above are in full force and effect and shall remain so until the Effective Date, the Village will provide the requested certification. If, after the Effective Date, the Village requests that the District provide the Village with a copy of a certificate of insurance or other acceptable evidence of coverage demonstrating that either through self-insurance or commercial insurance, the coverage's required by this Section 8. and identified in Subsection A. shall have been obtained and shall be in full force and effect from and after the Effective Date, the District will provide the requested certification.

Section 9. Promotion of Interaction and Communication. The Parties agree to foster mutual cooperation and communication between the District and the Village. In addition to matters

specifically addressed in this Agreement, the Parties shall meet jointly on an as needed basis for the purposes of discussing this Agreement and the Fire Services provided pursuant to this Agreement.

Section 10. Fire Prevention Issues; Records.

A. Ordinance Adoption and Enforcement. With respect to all portions of the Territory located, from time to time, within the Village's corporate limits, the Village shall adopt all ordinances related to building codes, fire protection and prevention and related codes, ordinances, rules and regulations and cause same to be enforced through Village personnel. All fees derived through the application of such codes, ordinances, rules and regulations shall remain the property of the Village. The Village and the District shall periodically consult with respect to fire protection and prevention standards, the advisability of adopting various national codes pertaining thereto and the consideration of any modifications to such codes. Should the Village and the District agree to provide for the District to exercise plan review and/or direct enforcement functions with respect to such codes, ordinances, rules and regulations, the Parties shall do so through the execution of a separate intergovernmental agreement making provision therefore. The Village shall retain possession of two sets of keys to Knox boxes and shall coordinate the replacement of any such keys by building occupants.

B. Records of Services Provided. The District and Village shall establish and maintain such files as may be required by law and make them generally available to the other upon request. The Parties shall provide and exchange records in accordance with the provisions and limitations of all laws including the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 11. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If either Party has a dispute about a violation, interpretation, or application of any provision of this Agreement, or a dispute regarding a Party's failure to comply with any term of this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 13 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to

the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section, the District and the Village shall continue to fulfill the terms of this Agreement to the fullest extent possible.

C. Remedies. Provided that the Parties have met their obligations under Section 11. A, the Parties shall be entitled to pursue any such remedies, individually or cumulatively, as may be available at law and/or in equity. The requirements of Section 11.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 12. Term; Termination.

A. Initial Term. The Initial Term of this Agreement shall be for a period of twenty (20) years commencing on January 1, 2007 through December 31, 2027.

B. Termination. This agreement may be terminated by a mutually agreed upon written amendment to this Agreement duly authorized by the appropriate legislative action by the Corporate Authorities of each of the Parties.

Section 13. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile or electronic mail. Facsimile or electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement shall

have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address.

Village of Bensenville
12 South Center Street
Bensenville, IL 60106
Attention: Village Manager

Notices and communications to the District shall be addressed to, and delivered at, the following address.

Bensenville Fire Protection District No. 2
500 South York Road
Bensenville, IL 60106
Attention: President

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to either of them in this Agreement. The failure of a Party to exercise at any time any right granted to that Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws or rules, of the State of Illinois.
- G. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any

person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in its drafting. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

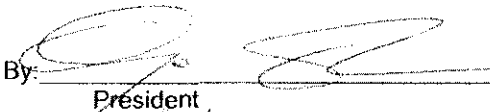
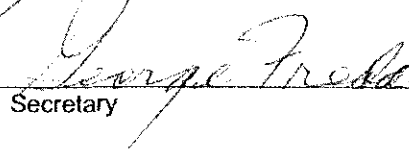
L. Authority to Execute. The Village hereby warrants and represents to the District that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the Village. The District hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the District.

M. No Third Party Beneficiaries. The Parties agree that no claim by any person to the status of third party beneficiary under this Agreement shall be recognized by either Party hereto.

IN WITNESS HEREOF, the Village has caused this Agreement to be executed by the Village President and attested by the Village Clerk and the official seal of the Village is to be hereunder affixed,

and the District has caused this Agreement to be executed by its President and attested by its Secretary
as of the day and year first above written.

**BENSENVILLE FIRE
PROTECTION DISTRICT NO. 2**

By: 
President
Attest: 
Secretary

VILLAGE OF BENSENVILLE


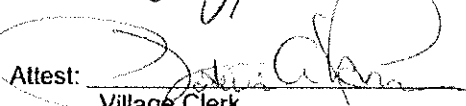
By: 
Village President
Attest: 
Village Clerk
(SEAL)

EXHIBIT A

MAP OF THE VILLAGE TERRITORY AND DISTRICT TERRITORY

EXHIBIT B

PROPERTY INVENTORY

EXHIBIT C

REAL ESTATE TRANSFER AGREEMENT FOR FIRE STATION #2

EXHIBIT D

REAL ESTATE TRANSFER AGREEMENT FOR FIRE STATION #1

EXHIBIT E

BENSENVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2968, IAFF CONTRACT

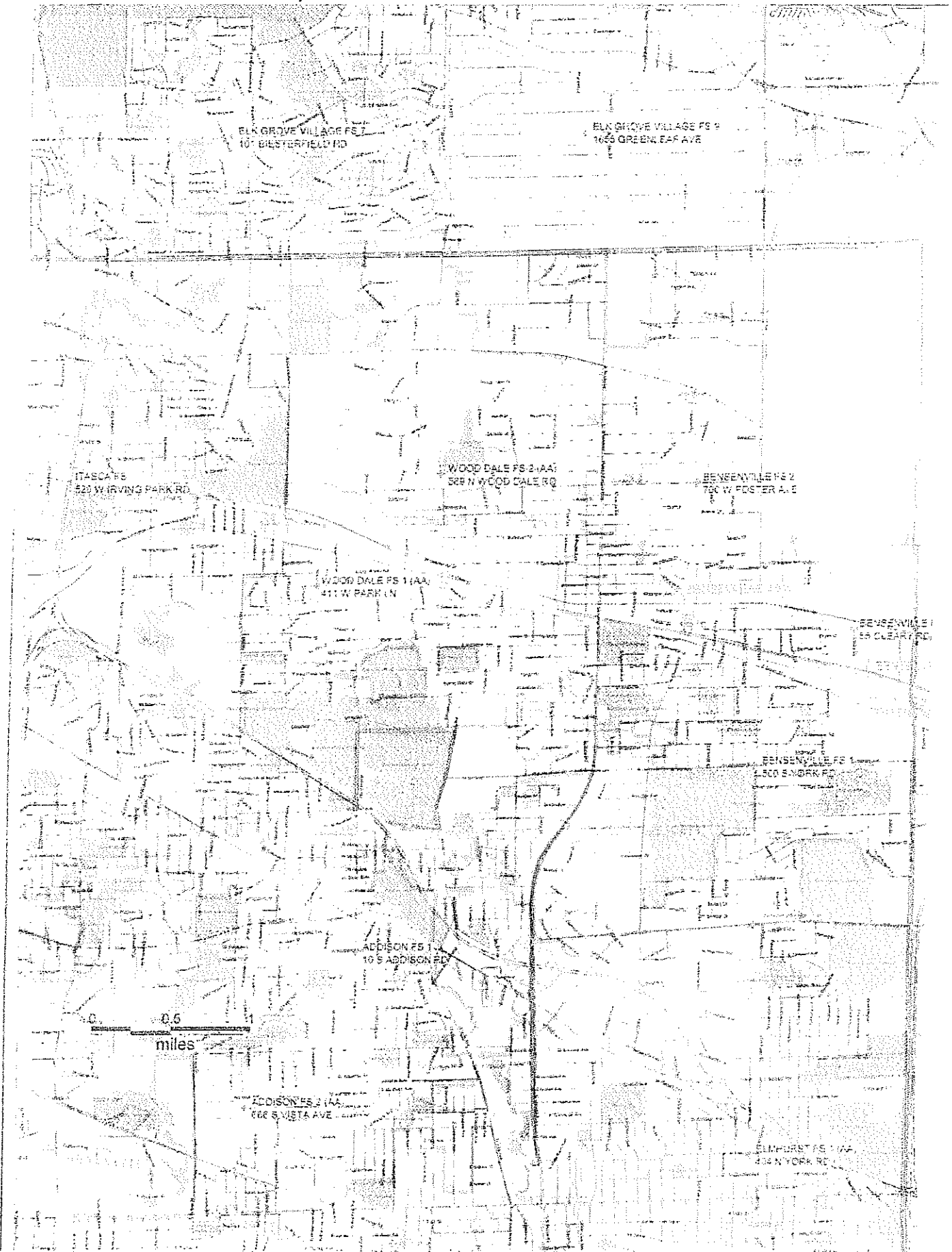
EXHIBIT F

**ITEMIZATION OF VALUES OF PERSONAL PROPERTY, REAL ESTATE AND OPERATIONAL
COSTS**

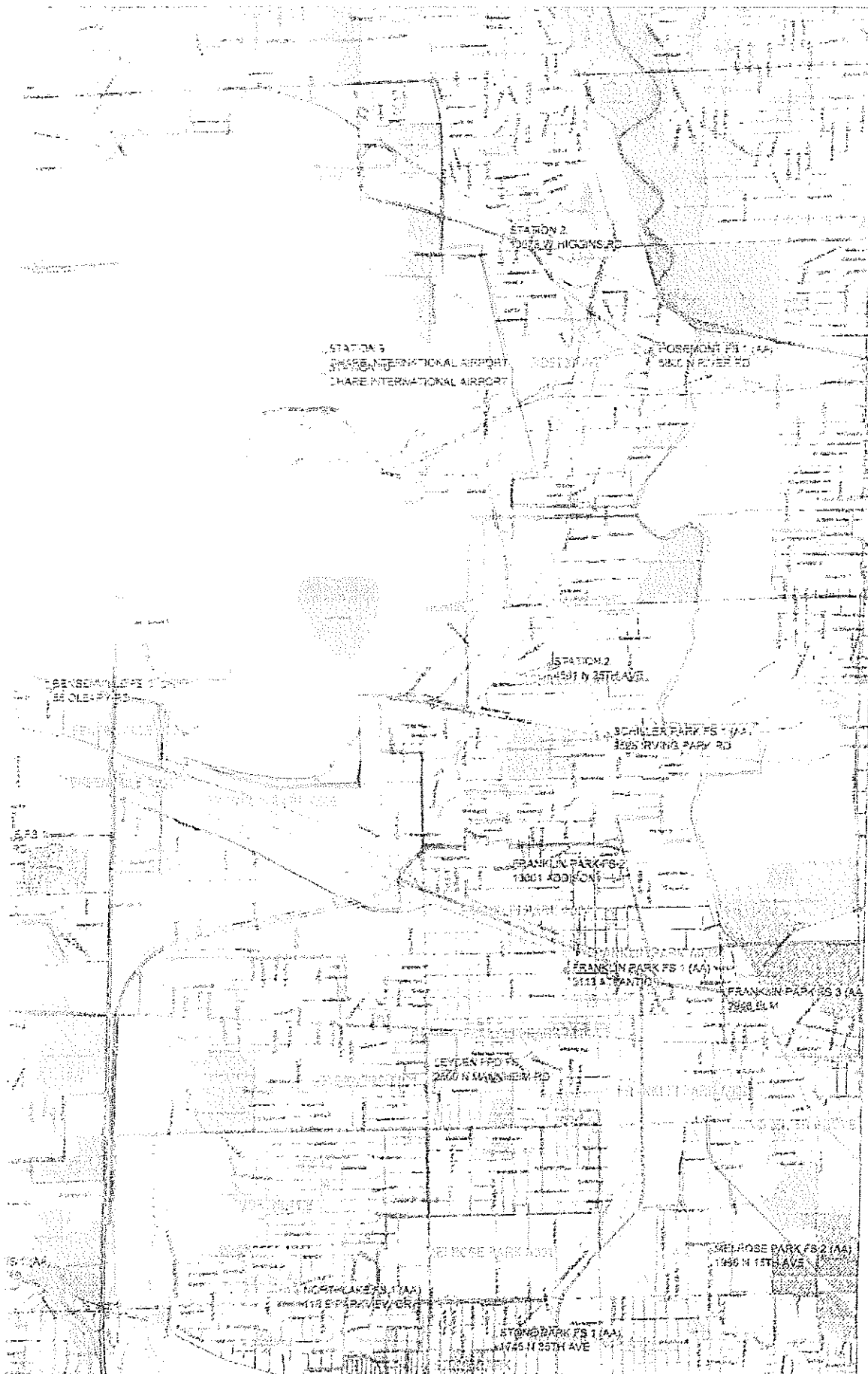
EXHIBIT A

MAP OF THE VILLAGE TERRITORY AND DISTRICT TERRITORY

PUBLIC PROTECTION CLASSIFICATION™ DRAFT MAP FOR SENSEN
DUPAGE & COOK COUNTY, ILLINOIS



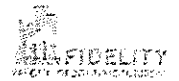
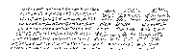
WINSERVILLE



Map Features
 County
 City GDT: JAN2003

- Township WCD
- Airport
- Park
- Landmark
- PLSS
- Highway
- Street
- Railroad
- Hydrography
- Fire Station
- Creditable Water
- Non-Creditable
- Fire District
- Featured FPA
- Serving Station

NOTES
 This map is a reproduction of a map created by the U.S. Army Corps of Engineers, Vicksburg District, and is not to be used for any other purpose without the written permission of the Corps of Engineers.



Geographic Data Technology
 10000 LITTLE ROCK RD
 SUITE 100
 LITTLE ROCK, AR 72205
 (501) 261-1000
 FAX (501) 261-1001
 WWW.GDT.COM

Map Verified
 American
 Landmark

EXHIBIT B

PERSONAL PROPERTY INVENTORY

ADDENDUM TO EXHIBIT B

PERSONAL PROPERTY EXEMPT FROM TRANSFER TO THE DISTRICT AND TO BE RETAINED BY THE VILLAGE

Notwithstanding anything in the attached Exhibit B to the contrary, the Village shall retain those elements of the Fire Service related equipment purchased by the Village for its police department personnel who were to serve as public safety officers (including helmets, gloves, boots, bunker coats and pants, passport devices, self contained breathing apparatus, masks, face shields and oxygen tanks), except for the following specified items of said equipment that shall be transferred by the Village to the District:

- 12 pairs of boots; and
- 12 pairs of bunker coats; and
- 12 pairs of bunker pants; and
- 12 helmets; and
- 1 Scott air pack with harness; and
- 12 air pack face masks.

In the event of a conflict between the provisions of Exhibit B and the provisions of this Addendum to Exhibit B, the provisions of this Addendum to Exhibit B shall control.

BENSENVILLE FIRE PROTECTION DISTRICT STATION 1 INVENTORY

MAINTENANCE ROOM

ITEM	QUANTITY	DESCRIPTION	COND. G/F
Paper towel dispenser	1		F
Broken table	1		P
Garbage can	1		F
Gas cans	4		F
Jacks	2		F
Motor oil	4		G
Hydraulic jack	1		F
Bolt and screw storage container	1		F
Road cone	1		F
Misc. parts and tools	multi		F
Shelves	2		F
Propane tanks	4		F
Misc. cleaners	multi		F
Cribbing	3		F
Canvas cover	1		F
Shop Vac	1		F
Vice	1		F
Rollers	3		F
Vehicle grease	1		F
Grinder	1		F
Tire irons	2		F
Fire extinguisher	1		F
Misc. Shop vac pcs.	multi		F
Oil spout	1		P
Hose clamp	1		F
Pressure air container	1		F
Smoke equator clamp	1		F
Misc. water pipe	1		F
Used oil buckets	3		F
Battery charger	1		F
Air compressor	1		F
Floor Jack	1		F
Snow thrower	1		F
Wrenches	67		F
Not drivers	14		F
Air chisel	1		F
Impact gun	1		F
Power drill	1		F
Drill bits	42		F
Sockets	114		F
Socket wrenches	6		F
Misc. electrical connectors	multi		F
Adjustable wrenches	4		F
Hatchet	1		F
SCBA Mask	1		F
Extension cord	2		

Lawn mower blades	1	F-P
Air hose	2	F
Grease gun	1	F
Funnels	3	F
55 ga. Drum oil	1	F
Chair	1	F
Chicken wire toll.	1	F
Flammable liquid cont.	1	G
Oil Basin	1	G
6 gal. Anti freeze	1	G
Oil	4 qrts	F
Floor stripper	2 gal	F
Power steering fluid	4 qrts	F
Wiper blade	1	G
Head lights	2	G
Oil filters	8	F
Mirror glaze	1	P
Duct tape	1	G
Wax	4	F
Insect killer	1	F
Electric buffer	1	F
Leaf blower	1	F
Coupling	1	P
Signs	4	G
Orange Vest	2	G
Flag	1	F
Flat head	6	F
Phillips	4	F
Tape measure	1	F
Hand saws	3	F
Hammers	4	F
Scraper	1	F
Allen wrenches	63	F
Small axe	1	F

DIVE VAN 73

ITEM	QUANTITY	DESCRIPTION	COND. G/F
Air bottle	5	80 cu ft bottle	F
Rope Bags w/ rope	4	100 ft 3/8 polypropylene	F
Tape	1	15x 15 canvas	F
Throw bags	2	50 ft 3/8	F
Life ring	1	20 inches	F
Mask	4	divator MK # face mask	G
Dry suit	4	dry suit nylon	P
Insulation	4	thermal suit with booties	F
Regulator	1	1st stage dacor 960	F
Gauges	1	dacor guage consul	F
Octopus	1	dacor pacer aero	F
Line Gun	1	line thrower	F
Strap	3	mask strap silicone	F
Allen wrench	1	1 set 1/8-5/64	G

Zip ties	1	1 pkg nylon	G
Lube	1	1 pkg. nylon	G
Battery	4	Double A	P
CO2	3	2.5 oz. Charge tubes	F
Strobes	3	personal ID strobes	P
Regulator 2	1	2nd stage dacor XL pacer	F
Strap	3	knife strap	P
Strap	4	knife strap	P
Wrench	1	small crescent	G
Wrench	1	1/2 in open end	G
Head sets	2	short range radio	P
Wrench	1	6 in crescent wrench	G
Gauge	1	Tank pressure gauge	F
Straps	3	Fin	P
Screwdriver	2	flat blade 1sml 1 lrg	G
Screwdriver	2	Phillips 1sml 1lrg	G
PFD	4	ski vest/ style	F
PFD	4	stearns type 5	F
Extinguisher	1	ABC 10 LB	F
Portable	1	mt 500 2 ch.	P
Charger	1	for portable	P

ENGINE 86/87/88

ITEM	QUANTITY	DESCRIPTION	COND. G/F
Fire engine	1	1994 Pierce arrow 82/84 E- 1	F
Fire com	1	fire-com w/4 headsets	F
Arrow stick	1	code three	G
Portable light	3	stream line hand lights w/charger	G
Mobile radio	1	Motorola	F
Portable light	2	Motorola ht-1000 w/chrg	G
Nerve antidotes	15	Mark-1 kit	G
Metal box	1	red metal tool box	G
Air- Packs	5	scott air pack w/mask	G
Air Bottles	4	scott 4.5 bottles	G
Gas trak	1	gas trak ngx-6	F
CO detector	1	night hawk	G
Thermal imag. Detector	1	industrial scientific	G
Portable radio	1	msa evolution 5000 w/ case chrg	F
Portable holding tank	2	enpac 30 gal	G
Hose Jacket	1	akron	G
Foam eductor	1	akron 1 1/2	G
Foam Nozzle adapt.	1	akron 1 1/4 nozzle adapter	G
Bag of wedges	1	green bag w/20 wedges	G
Portable lights	2	500 watt portable	G
Cord reels	2	100" cord reels w/ cord	G
BOLD rescue water suit	1	stearns cold water	G
Bag of rescue rope	1	red bag w/100" 5/8" rope	G
EMS bag	1	jump bag w/supplies	G
case w/sprinkler kit	1	red plastic tool box	F
Electrical glove	1	dark gloves	F
Cellar nozzle	1	2 1/2 akron cellar nozzle	G

Bag w/rope	1	brown brag w/ utility rope	G
Squeegee	1	metal handle w/ rubber	G
Helicopter landing kit	1	landing kit	G
Extinguisher	1	kiddie 20 lb co2	G
Extinguisher	1	class d amzul 30lb	G
Air bag	1	max force 18'x24'	G
Air bag	1	max force 16'x20'	G
Air bag controller	1	max force controller	G
Salvage covers	3	20' x 20' red salvage covers	G
Back Board	1	fiber glass back board	G
Attic ladder	1	8' attic ladder	G
Trash hook	1	milwaukee trash hook	G
Fan	1	temest power 16" fan blower	G
Shovel	1	utility shovel	G
Extinguisher	1	20lb anzul ABC	G
Extinguisher	1	pressurized water ext.	G
Pike pole	1	4' pole	G
Closet hook	1	4' hooj	G
Pry bar	1	4' bar	G
Haligan	1	haliz'gan bar	G
Bolt cutter	1	3' bolt cutters	G
Porta-power	1	mod 65420	G
A-tool	1	a-tool	G
Ram bar	1	4' ram	G
K-tool	1	k-tool kit	G
Cellar nozzle	1	1 1/2 cellar nozzle	G
Pry axe	1	pry axe	G
TNT tool	1	3' TNT tool	G
Sledge hammer	1	3' Sledge hammer	G
Nozzle	2	2 1/2 akron straight tip	G
Nozzle	2	2 1/2 Akron combination	G
Nozzle	2	1 1/2 Akron combination	G
Nozzle	3	1 3/4 Akron combination	G
Nozzle	1	Plastic Highrise nozzle	G
Hose Adapter	4	2 1/2 hose adapters	G
Stortz Adapter	3	Stortz hose adapter	G
Hose	3	50' 1 1/2 single jacket	G
Hose	2	50' Rubber jacket	G
Cones	6	Orange traffic cones	G
Caution Sign	1	Portable traffic signs	G
Vest	2	Orange traffic vests	G
Hose	1	50' 6" hose	G
Portable Generator	1	Honda ex-1000 Generator	G
Hose	2	50' length blue hose	G
Gas Can	1	2 gal safety can	G
Monitor stand	1	Akron monitor nozzle portable sta	G
Hyd. Adapters	2	2 1/2 Gate valves	G
Wood chocks/cribbing	10	Various size wood	G
Ladder	1	24' Alco cite ext. ladder	G
Roof Ladder	1	Alco lite 12'	G
Hose	1	50' 4" rubber hose	G
Axes	3	Fiber glass handles 1 flat head 2 r	G

K12	1	Panther k 1200	G
Chain saw	1	Cutters edge CE-2165-rs	G
Gas Can	1	1 Gal. Safety can	G
Rescue tool	1	Holmatro rough unit spreader, ran F	
Adapter	1	Stortz adapter	G
k12 blades	4	K-12 Blades	G
Hydrant wrenches	3	Red Head	G
Spanners	6	South Park spanners	G
Stortz spanners	4	Harrington stortz spanner	G
Hose	11	1 3/4 Hose 50'	G
Hose	14	50' Lengths 3"	G
Hose	12	50' Lengths 2 1/2"	G
Hose	5	4 1/2 hose 100' lengths	G
Porta hydrant	1	Elkhart porta hydrant	G
Pike pole	2	1 -8' 1 -10'	G
Tool Bag	1	Tool bag w/ small tools	G
Monitor Nozzle	1	Akron style 3488 adj. Tip nozzle	G
Air Bag	1	Max force 24" x 24"	G
Foam	2	5 gal bucket AFFF 3% 6%	F
Hose Ciamp	1	Akron Hose Clamp	G

KITCHEN

ITEM	Quantity	Description	Cond G/F/I
Table	1	8 person wooden dinner table	
Chairs	8	Wooden 4 leg chairs	
Coffee Maker	1	bunn superior coffee maker w/ 2 pots	
Utility cart	1	1 wooden 2 door cart on wheels	
Telephone	1	Black taridan coral	
Paging system	1	Life-com paging system	
Shelf	1	1 Wooden note shelf	
Garbage Can	1	White plastic garbage can	
Refrigerator	3	White kenmore, 1 whirl pool	
Oven	1	Viking professional stainless steel oven range	
Dishwasher	1	maytag stainless steel	
Microwave	1	Panasonic 1300 w microwave oven	
Toaster	1	4 slot metal black toaster	
Blender	1	Hamilton beach blend master	
Oven Hood	1	Thermador trade wind oven hood	
Microwave Convection	1	Montgomery ward oven	
Plastic Measuring cups	2	Various sizes	
Glass Measure cup	1	2 cup capacity	
Drinking Utensels	6	2 cup capacity	
Plastic cups	12	stainless steel	
Measuring cups	5	1/4 cup- 1 cup	
Coffee cups	32	Various sizes	
Salad Bowls	11	Various Corelle	
Plates	9	7" corelle	
Serving Platters	2	Corelle	
Pizza Pans	2	Round 16"	
Cookie sheets	3	Rectangel various sizes	
Griddle	1	Stove top griddle	
Casserole dishes	2	13"x9" pyrex	

Pyrex lids	2	13"x9" pyrex
Anchor Lid	1	5-0 qt baking dish lid
Cooking Pot (wear Ever)	1	12" cooking pot
George Foreman	1	Lean mean grilling machine (small)
Glass Bowl	1	10" glass mixing bowl
Stovetop pot	1	7" stove top pot
Electric skillet	1	Electric skillet 12"
Wok	1	14" wok
Bowls	7	8" various depts
Bowls	6	10" mainstays
Bowls	8	Various stainless steel
Tablespoons	15	SS
Forks	30	SS
Butterknives	12	SS
Steaknives	5	Wood Handle
Turkey baster	2	Plastic
Pizza Cutter	2	SS
Meatfork	3	2Prong
Wooden spoon	3	Wood
Ice Cream Scoop	4	Various
Spatulas	2	Plastic
Garlic Press	2	Various
Meat thermometer	2	Metal
Meat Tenderizer	3	Metal
Knife Sharpener	1	Metal
Hand mixer blades	2	SS
Hand Mixer	1	White Sunbeam
Tea Pot	1	Aluminum
Strainers	2	White
Pie Tins	3	Mesh
Bowls Glass	5	Various Sizes (Glass)
Platters	2	Glass 9"
Plastic Cont.	60	Various sizes/shapes
Plastic Lids	85	Various sizes/shapes
Crock Pot	1	8 Quart Hamilton
Cast Iron Pans	5	Various Sizes
Pots	3	8" SS
Pots	2	7"ss
Collander	3	SS
Lids	4	SS various
Screen Strainer	1	Black Handle
Chicken Roaster	1	Royal
Knives	19	Various Sizes
Knife sharpeners	2	Kitchen
Can Opener	2	Household
Graters	6	Cheese
Broil Pan	1	Porcelen
Spatulas	2	Plastic
Skewer	7	SS
Egg Seperator	1	SS

RADIO ROOM

ITEM	Quantity	Description	Cond. G/F/I
Radio Console	1	Motorola Centracom Ser II	
File Cabinet	1	2 Drawer	
Cabinet	1	3 Drawer Brown	
Card Files	4	2 Gray 2 Brown	
Mail Boxes	3	24 slot holder	
Binder Holder	2	Wooden Binder 7 slot holder	
Chairs	2	Swivel chairs 1 tan 1 burgandy	
Desk	1	Brown office desk	
Wood Box	1	Arson Invest Box	
Cork Board	1	Cork Bulletin board	
Cabinet	1	4 Drawer File Cabinet	
Cabinet	1	2 Side Drawer File Cabinet	
Cabinet/desk	1	4 Pull out Drawers 2 Drawers slides	
Scanner	1	Bearcat 210 Scanner	
Phone	1	Tadiran Phone	
File Holders	4	File Bins 1 metal 3 plastic	

CONFERENCE ROOM

ITEM	Quantity	Description
8' Oval Table	1	Meeting Table
Swivel Chairs	2	Meeting Chairs
Arm Chairs	5	Meeting Chairs
Portable Table	1	Table
Phone	1	Conf. Phone (Tadrian)

FURNACE ROOM

ITEM	Quantity	Description
Milnor Gear 6	1	Fire Gear Washer
Ruud Water Heater	1	85 Gal Hot water Heater
Reznor Furnace	1	500,000 BTU Heater
Bryant Furnace	1	85,000 BTU heater
Storage Boxes	2	Black Storage Box
Bryant Air	1	1 Ton AC Condenser
Bryant Air	1	2 Ton AC Condenser
Thermal Zone	1	3 Ton AC Condenser

Bureau/Secretary

ITEM	Quantity	Description
Desk	3	
Computer	3	2 used 1 not used
File Cabinet	9	4Drawer Large
Chairs	3	
File Cabinet	4	Lift from door
Paper Cutter	1	
Bulletin Boards	2	1 good 1 fair
Phones	3	
Adding Machine	2	
Code Book	6	Village Code Books
Minotor #2	1	Pager

Minotor #1	2	Pager
Minotor#2	1	Charger
Minotor #1	2	Charger
1 BM type Writer	1	Office Typewriter
Miscellaneous		Office Supplies
Coat Rack	1	
SM. Wire Rack	1	For Printer
Step Stool	1	For Filing
Paper Bin	1	Holding forms
Pencil Sharpener	1	
2 1/2" Hydrant Guage Akron	1	
Radio Shack Sound level meter	1	
2 1/2" Hydrant Guage with ext.	1	
Temp Recorder	1	model CC 87
Polaroid camera	1	
Pocket Thermometer	1	
Pitot Guage	1	
Video Camera	1	RCA
Canon Camera	1	AE 1 Camera
Canon Lens	1	35-105 MM lens
Canon Lens	1	50 MM Lens
Minolta Lighter meter	1	
Steel Case	1	Camera Case
Wall Clock	1	

TRAINING ROOM

ITEM	Quantity	Description
Tables	13	class rm. Tables light tops brown legs
Chairs	48	Grey seats
DVD/VCR Player	1	black
35 watt amplifier PA	1	realistic black
Training Video	244	various editions
Filing Cabinet	1	4 drawer holds training videos
Easel	1	Metal _white paper
Chalk Board	1	Large Green boards
Projector Screen	1	Brown hanging on ceiling retractable
Projector	1	Very old with green
Glass Book Case	1	Black frame glass doors
Pin Board	1	Blue Material
Podeum	2	Light wood
Fire Sprinkler Simulator	1	Red with glass door
Forcible entry training station	1	Silver glass pannel swinging door
American Flag	1	Plag with pole and stand
4 Poster Frames	4	pictures of live burns
Dry Erase Board	2	Inside cabinet dry erase board
Filing Cabinet	3	4 drawer black
Filing storage	3	2 black 1 wood with swinging doors
Filing Cabinet	2	2 Drawer Silver Cabinets
Projector screen	1	Portable screen old with stand
Cabinets	2	Black with 1 large door swings up
Storage	2	Wooden storage cabinets
Projector Cart	1	Holds projector movable with wheels

Built in wall shelves	1	14 shelves 7 cabinets
Extinguishers	5	empty old training
OS and Y	2	Red and Green rotary wheels
Nozzles	1	Combination nozzle
Bcouplings	8	Various sizes
Nose Sleeves	14	Various sizes
Electric meter	4	Detached/ Learning
Fuse Box	2	Detached/ Learning
Sprinkler Heads	37	Detached/ Learning
Knot Board	1	Various Knots and rope
Smoke Detector	3	Training/detached
Pull Station	1	Training/detached
Lock Simulators	4	Training/detached
Clock (wall)	1	white clock

#74

ITEM	Quantity	Description
Vehicle	1	1994 Chevy 2500 Suburban
Portable Radio	1	Motorola PR 1500 W charger
Mobile Radio	2	Motorola PR 1500 W charger
Arrow Stick	1	Signal master
Light Bar	1	Code 3 MX 7000
Siren	1	Federal B-Q2B
Bag	1	Black Bag with tools
Binoculars	1	Sears Mod. 473 binoculars
Spot Light	1	Vector 1 mill watts
Lock Box	1	Key lock box
Med Bag	1	Blue EMS bag with supplies
Air Pack	1	1 scott 4.5 with mask
Quad meter	1	Industrial Scientific triple meter
Water Cooler	1	Igloo 5 gal
Jumper Cables	1	Set jumper cable
Gas Track	1	Gas track
Portable Radio	1	Motorola Sabre with charger
Mobile Radio	1	Motorola M1225
Extinguisher	1	ABC fire ext 10 lbs
Hand Light	1	Stream Light with charger
Hydrant wrench	1	Red head wrench
Spanner	2	South park spanner
Filling Cabinet	1	3 drawer cabinet
Books	13	Info and hazmat book
Incident Kit	1	Incident command K17
Fold Chair	1	metal folding
TNT tool	1	3" TNT tool
Haligan	1	3" haligan bar
Pay axe	1	Pay axe

PICK UP #75

ITEM	Quantity	Description
Western Plow	1	Plow with frame mount
Motorola Radio	1	Motorola sabre

Motorola Radio	1	Motorola Mobile
Extinguisher	1	5lb Ext
Code 3 lightbar	1	Code 3 Light Bar with arrow stick
Federal	1	Federal Siren

HAZMAT 91

ITEM	Quantity	Description
Safety Helmet	1	
Plastic Gloves	25	Hazmat Glove pairs
Tyvek	120	Coveralls (disposable)
Level B	120	Coveralls (disposable)
Acid Suit	2	Hazmat (rubber)
Hose	1	50" Garden hose 5/8"
Shower	1	PVC (Personnel hazmat)
Folding chairs	4	
Velcro Response board	1	Hazmat Accountability
Weather Pak	1	Weather station
Basic 1st aid kit	1	
Gateway Computer	1	
metal toolbox	1	Antidote Kit (Biological)
Powerstrip	1	Six Plug outlet with surge
Plastic Clipboards	4	
Ref Book (Hazmat)	3	Sax's dangerous properties
Binder	2	Hazmat Data Sheets
Unicom Handsfree	3	Communication Kit
Radiation Detection	4	Radiological Survey meter
Dose Meter Charger	2	
Scott 4.5 air pack	2	w/mask
Floating Booms	20	3' Booms
Tyvek Suits	10	Kapper 3T438
Bag Plugs & Wedges	1	Wood Wedges
Floating Booms	1	8'
Viton	3	Chemical suit
Oil Dry	1	40 lbs
Plug N dike	1	5 gal bucket
Plastic tubing	1	100ft
Soda ash	2	Boxes of 20lb
Disposable Blanket	4	60"x90" emergency blanket
Scott 4.5 Bottles	4	Spare bottles
Chlorine "B" kit	1	
Chlorine "A" kit	1	
Air pack Mask	1	
Hazmat Disposable bags	6	Bags
Caution tape	2	Rolls
Clothes line	1	100ft
Burn Cream	1	Tube
Scott 4.5 air pack	1	in pack
Bug Spray	1	can off
Scoopula	6	
Batteries	2	6 volt
Plastic tubing	2	rolls 20'
Spray bottle	1	Amonia

Glass jar	1	w/ lid
Air bag	1	patch kit with hose, valves, straps
Ziamatic bar	1	
Clamps	4	Large
Level A suits	5	Life guard responder
Plastic sheeting	2	roll small
Series A plugging kit	1	plugs chains and patches
Plastic sheeting	2	rolls larg
Scoop shovel	3	plastic
Spade shovel	1	steel
Water want	1	3'
watewand	1	with brush 3'
Tire brush	1	
Stool	1	shower valve
Dosimeter	4	civil defense
Converter	1	Dimension 110 12 volt
Mobile telephone	1	Mitsubishi
Nec fax machine	1	
Battery Charger	2	C-Cell Charger
Ear thermometer	1	Storage case
Cameo software	1	Manuals
Various hazmat		Manuals
Computer monitor	1	
Computer keyboard	1	
Computer mouse	1	
Mouse pad	1	
Hewlett Printer	1	Deskjet 694C
50ft extension cord	1	
Streamlight handlite	1	w/charger
Motorola 2 way radio	1	Mobile
federal siren	1	PA 300
Motorola portable	1	Radio w/charger
Plug in strobelight	1	Still in box
Jumper cable	1	
Ford Econline	1	Van 1988
Clock	1	Seth Thomas

#90

ITEM	Quantity	Description
Hose roller	1	
Pike pole	1	8'
Air Chisel kit	1	Bad cond.
Air chisel set	1	Regular, hose
Amkus Chains	1	set
Portable hydrant	1	
Hose clamp	1	5'
Spanner	6	
Hydrant wrench	3	
Air Bags	2	24"
Pike pole	1	12'
Ladder	1	28'
Ladder	1	20'

Ladder	1	16'
Ladder	1	35'
Ladder	1	40'
Electric smoke ejector	1	
Attic ladder	1	
Trash hook	1	
Porta power	1	
Come along	1	
Squizz	1	
Rope Bag	1	
Arell air kit	2	
Mask	1	
Extinguisher	2	Pressure water
Extinguisher	1	CO2
Extinguisher	1	Dry Chem
Airbag set	1	Regulant hose
tool bag	1	Misc hand tools
Airbag set	4	Various size
Distributor nozzle	1	2 1/2
Stack tip Smooth bore	1	2 1/2
Combo tip	1	2 1/2
Gate Y	1	
Dubble female	3	2 1/2
Dubble male	2	2 1/2
Reducer	1	1 1/2 to 2 1/2
Head set radio	1	
Stortez	2	
Hose	9	5 1/2 100'
hose	1	5 1/2 50'
hose	5	2 1/2 50'
hose	8	1 3/4 50'
hose	2	1 1/2 50'
Power unit	1	Amkus
Amkus	1	Jaws
Amkus	1	Kutter
Bolt cuttre	1	
Closet hook	2	
Halagan bar	2	
Sledge hammer	1	20lbs
Ram bar	1	
Axe	1	
Spare amkus oil	1	
Shovel	1	
Light	2	Portable
Cond reel	2	
Salvage covers	7	
Aluminum blanket	1	
K 12	1	
Cutter edge	1	Chain saw
Stair chocks	2	
Cribbing	30	Wood
Small gas can	1	

Saw zall	1	Electric
Spare K 12 blade	3	
Nozzles	3	1 1/2
Rear camera	1	
Hand held	1	Spot light
Lock box	1	Doesn't work
Tempest fan	1	36"
16' roof ladder	1	
14' extension ladder	1	
back board	1	
Rescue blanket	1	
Folding ladder	1	12 ft
Trash Hook	1	
Pike pole	1	6 ft
Flat head axe	1	
Pick head axe	2	
Master stream adapter	2	Smooth bore Combination
Harneses	5	
SCBA mask	2	
Kasbin portable radio	1	Portable radio
Air pack	6	Scott
Mobile radio	1	
Airpack	8	Bottles only
Hand lights	4	
Axe	2	Pick head
Wrench	12	Stortz
Pry bar	2	
Vehicle light	4	1500 wtt
Pry axe	1	
Electric junction box	1	
Glass cutter	1	
Pipe wrench		24"
Amkus power ram	2	
Base plate	2	
4 door plate	1	

POLICE DEPARTMENT

SCBA Mask	3	
SCBA Tank and holder	3	
Complete Turn out gear	25	Approximate per Chief Kosman

Station 1

Computer	7
Copiers	3

Bensenville FPD Stat 1 Inventory

Location: Maintenance Room

Item	Quantity	Description
Radio	1	Am/Fm Stereo
Pressurized Cylin	1	Acetylene Tank
Greaser	1	automatic greaser
can of grease	1	20 gal can of grease
jack stands	2	pair of j/s
gearoil	1	20 gal can of gearoil
torch set	1	2 cylinder set
extenshion cords	3	orange
shop vac	2	wet vac
jumper cables	1	
cart	1	wheeled cart
vehicle jack	1	car jack
misc lubes and sprays	60	misc
drum of grease	1	10 gal drum of grease
creeper	1	creeper
diamond plate	2	2 4x4 sheets
safety cabinet	1	yello exp cont
miscpaints and thinner		misc amounts
garbage can	1	30 gal
grinder elec	1	electric grinder
snake	1	plumbers snake
weed wacker	1	echo gas
wonder wheel	1	measuring stick
welding rods	50	rods
sockets	104	various size
wrenches	45	various size
cresent wrench	5	
pipe wrench	5	
socket ext	5	
ratchet	2	
c clamp	2	
tap and die	28	
vice scrip	2	
ratchet	3	
pliers	3	
screw driver	4	
popriveter	1	
drill bits	62	
paint brushes	3	
nut drive	6	
t square	1	
bench grinder	1	
vice	1	
input gen	1	

gas cans	12	
battery charger	1	for vehicles
deluge gun	1	broken
airpack	1	broken
socket wrench	1	large
hammers	3	
electric tester	1	misc
solder guns	2	
sand paper	misc	
back kit	1	
weed eater	1	broken
buffer	1	
wax cans	3	
firemans friend	3	chamois
buffer attachment	17	
old tool bag	1	
misc rt parts	5	
cabinets	3	
blue tool box	1	
sand paper	2	
tool box	1	
flashlights	3	
various flashlight parts		
tool cabinet		
misc lubes and sprays	10	
tubs of green	7	

Apparatus Floor

Item	Quantity	Description	Cond
desk	1	wood & Glass	f
jumperpack	1	plastic	g
garbage can			f
chalkboard	2		f
woodboard	1	wood	f
clipboards	7	wood	f
chalk	60	multicolor	g
misc chargers	2		
shelf	1	wood & Glass	f
phone	1	traidan	g
intercom	1	lifecom	g
thermometer	1	medal	g
whiteboard	1	dry erase	g
Fire Ext	1	abc dry	g
throw blank	1	BFD	g
garden hose black	2	2 green 1 black	g
booster line	1	100ft	g
buckets	2	5gal	g

scrub brush	2		
brooms	2	varios size	g
squeege	1	floor squegy	g
cabinet	1	3 shelf metal	f
garbage cans	3	25 1 30gall	
helmets	10	cairns intruder	
turnout coats	10	gxtreame yellow	g
bunker pants	10	same	g
boots	10	4 rubber 6 leather	g
air hose	2	rubber	
tire gauge	1	metal	
tire inflator	1	metal	
snow shovels	3	wood metal	
lawn mower	1	john deere rider	g
road salt	1	30 gallon drum	
plastic drum	2	empty	
floor buffer	1	qms	
carpet cleaner	1	minute man	
hose rack	1	2 shelfmetal	
speakers	2	stereo	
hose	6	1.5 single jacket 2 yellow 4 white	
hose	8	1.75 50ft length yellow	
hose	12	4 inch wt 50 ft sections	
hose	15	3 inch inch wt 50ft	
hose	1	1 4inch 50 ft	
Fire Ext	1	dry chem	
snow plow	1	western unimont	
snow blower	1	craftsman 2 stage 22 propeller	
pressure washer	1	rhino	
edger	1	2 1/2 horse	
salvage master	1	survivor	
water coolers	1	igloo	
turnout coats	3	yellow g ext	
turnout boots	3	rubber	
bunker pants	3	yelloe gxtreame	
ext ladder	1	24 foot	
roof ladder	1	16ft	
wood ladder	1	12 a frame	

Hose Room

Item	quantity	description	cond
hose racks	2	2 lever cir	g
bakers shelf	1	wire	g
3 inch hose	22	50ft length poly	g
2 1/2 hose	14	50ft length poly	g
1 3/4 hose	14	50ft length poly	g
1 1/2	10	same	g
4inch	7	100ft sections	g

4inch hose	1	50 supply hose	g
wheelbarrel	1	steel wheel barrel	g
steam cleaner	1	kew scorpion	g
floor scrubbers	2	industrial	g
2 wheel hand trucks	2	heavy duty	g
lawn mower	1	5hp bobcat	g
barrel pumps	3	barrel pumps	g
oil can	1	1gallon oilcan	g
oil can	1	1 quart oil can	g
funnels	3	various	g
mops	4	various	g
shovels	2	coal shoulder	g
broom	1	corn broom	g
lawn rake	2	poly lawn	g
squeegee	3	floor squeegee	g
brooms	2	2 push brooms	g
bucket	1	mop bucket	g
rake	2	steel ditch rakes	g
shovels	1	spade	g
shovels	2	edger	g
digger	1	post hole digger	g
pumps	2	pumps for fountain	g
sprinkler	1	travel lawn g	g
spreader	1	lawn spreader	g
bucket	1	hand tools	g
dust pan	1	black	g
mop handles	3	wood	
antifreeze	4	glycol	g
wind shield cleaner	3	blu windshield	g
dieselcond	2 cases	superdri cond	
atf	4cases	universal auto fluid	g
oil can	1 case	rotella	g

Hose & Washer

Item	quantity	Description	Cond
Hose Dryers	2	hose dryers	g
wash tub	1	silver tub	g
ladder tub	1	wooden ladder	g
circular	1	blue hose washer	g
turntable	1		g
amana	1	clothes dryer	g
amana	2	clothes washer	g
Hydro strea,liner	1	liquid dispenser	g
training	5	signs	g
liquid washer	1	liquid sprayer	g
mop pack	1	yellow kit	g

Breathing Air Room

item	quantity	Description	Cond
Compressor	1	american bristol	g
fill station	1	" "	g
Air Bottles	4	6000 psi	g
emergency generator	1	generac	g
emergency gen swith	1	generac	g

Loft Gear area

Item	quantity	description	cond
bunker pants	4	black	good
boots	15	black gold	good
fire ext	1	abc	good
basketball	1	white blue	good
helmet	1	yellow	good
cooler	1	igloo grey g	good
exhust fan	1	comm grade	good
engine hupcap	1	chrome	good
bunker coat	5	red	good
liner	2	white blue	good
bunker coat	8	gold	good
single boots	9	mismatches	good
boots pair	2	4-Mar	good
gloves			
bunkerpants	5	gold	g
rain gear	9	yellow	good
safety vests	7	orange	good
google	1	black	g

Chiefs Office

Item	Quantity	Description	Cond
file cabinet	2	hon 4 drawer	g
book case	1	black 2 shelf	g
tv	1	tv vcr combo	g
cabinet	1	black steel	g
credenza	1	black wood top	g
desk chair	1	tan	g
desk	1	compter desk	g
lamp	1	floor lamp	g
desk	1	blacl wood top	g
chairs	2	black plastic	g
plant	1	fake plant	g
flag	1	american flag	g
table	1	end table	g
couch	1	yellow	g

bookcase	1	composit wood	g
chairs	2	brown plastic	g
waste basket	2	plastic	

LIZ's Office

Item	Quality	Description	Cond
copier	1	ricoh	g
cork board	1	3x2	g
fileholders	5	plastic wall mount	g
credenza	1	tancredenza	g
paper holders	2	metal baskets	g
shelves	4	grey paper holder	g
faxmachine	1	mother telefax	g
storage cabinet	1	8inch wood	g
file cabinets	4	4drawer	g
file cabinets	1	2 drawer	g
desk set	1	modular	g
waste basket	1	wire	g
curtain	1	set 8inch	g
chair	1	green arm chair	g
chiar	1	blue arm chair	g
phone	1	triandan	g

Shift Commanders Office

item	quantity	Description	Condition
4drawer file	1	cabinet	g
2 drawer file	1	tan hon	g
2 drawer file	1	black hon	g
desk	1	brown wood	g
chair	1	blue swivel	g
chair	1	blue swivel	g
bins	10	balck office	g
port batt char	1	motorola	g
port batt char	1	motorola	g
port batt char	1	motorola	g
phone	1	black triadan	g
first aid supplies	1		
TV-Vcr	1	Magnovax	g
Service Book	5	Pierce	g
chargers	1	minitor	g
battery	1	motorola	g
antenna	2	ht	g
antena	1	saber	g
vech test kit	1	span	g
pito gauge	1	sierra	g

hard tach	1	sw	g
calibration kit	1	gas tech	g
underwater lite	1	dacor	g
spanner	15	brass	g
lock box	1	black	g
hand light	1	kohler	g
cylinders	6	haz mat cal gas	g
clock	1	battery power	g
lock boxes	2	tan	g

Dayroom

Item	Quantity	Description	Condition
clock	24 hr	simplex	g
couch	1	3rd seat r	g
tv	1	36 inch sony	g
cable box	1	atlanta	g
cable box	1	comcast	g
dvd	1	toshiba	g
vcr	1	ge	g
tv stand	1	black	g
cofee table	1	square glass	g
plants	2	slik	g
recliners	6	grey	g
side tables	2	wood	g
book shelf	1	3inch shelf	g
statue	1	heroes	g
box	1	wooden lock box	g
phone	1	traidan black	g
corl board	1	bullitan board	g
coat rack	1	metal	g
credenza	1	wooden 5 drawer	g
competer desk	1	wooden com desk	g
computer	1	gateway	g
computer	1	yamaha tower	g
computer access	3	1 mouse 1 keyboard	
CO detector	1	delta spec.	g
wood shelf	1	3 shelf	g
recycle bin	1	brown rubber	g

Bunk Room			
item	quantity	description	condition
box spring	7	twin size	f
matteress	7	twin size	f
bed frame	8	twin size	f
wooden chair	7	mate chair	f
night stand	2	single drawer	f
phone	1	tadian	g

pager charger	6
paggers	5
monitor	1
vacum	1
bullitin board	1
rescue randy	2
box fan	1
bunker coats	2
dress jackets	8
short boots	1
knit caps	3
scarifs	4
gloves	5
helmet	1
hats	7
bunker pants	4

motorola	g
motorola	g
plectron	g
ureka	g
24x18	g
dummy	g
fans	g
black coats	g
dress	g
9	g
boots	g
blue	g
black leather	g
carins white	g
dress unifrom	g
black	f

locker room			
item	quantity	description	cond
lockers	25	brown	f

Basement mens washroom

item	quantity	description	cond
garbage can	1	blue plastic can	g
janjamar	1	towel dispenser	g
taskmaster	1	soap dispenser	g
vanity	1	sink vanity unit	g
kohler	2	latrines	g
kohler	1	toliet	g
partition	1	partions	g

Basement Plans

items	quantity	description	condition
honda	1	portable generator	g
storage system	6	plans shelf	g
portfolio	120	storage	g
econosource	44	printer paper	g
code 3	2	old light bars	g
popcorn	1	popcorn maker	g
brown boxes	15	pub ed	g
coffee maker	2	old coffee makers	f

Basement circuit room

Item	quantity	description	condition
wood shelve	2	wood storage	g
banker boxes	51	old records	f

motorola	2	base units	g
univ sound	1	house paging	f
precision elec	1	app floor system	g
motorola	1	house emer sys	g

Weight Room

Item	quantity	description	condition
lakewood fan	1	fan	f
panasonic tv	1	tv	g
toledo weight scale	1	scale	g
schwinn	1	gold bike	g
schwinn	1	evolution bike	g
treadmill	1	trimline	g
nautilus	1	excercise system	g
stairmaster	1	excercise system	g
powerline weight rack	1	rack system	g
bodysolid bench solid	1	white weight bench	g
precoor	1	eliptical	
conquest weight mact	1	white bench	g
nautilus	1	leg machine	g
mats	2	exercise mats	g
poerline kick bag	1	large bag	g
blue exercise ball	1	ball	
jumping kit	1	trampoline	g
flat weights	36	various	g
dumbbells	18	various	g
curl bar	4	various	g
body by jake	1	leg machine	g
air flo	1	rower	g

Ladies washroom

item	quantity	description	condition
toliet	1	porcelin cream	g
sink	1	cream	g
faucet	1	silver	g
cabinet	1	wood door	g
plunger	1	traditional	g
toliet brush	1	white plastic	g
shelves	4	wood good	g
garbage	1	traditional	f
shower head	1	traditional	g
showerdoor	1	metal frame	g
towel door	1	silver	g
paper towel dis	1	old style	g
mirror	1	above sink	g
toliet paper	1	metal frame	g
soap holder	1	inside shower	g

Training Office

Item	quantity	Description	condition
desk	1	3 drawer	g
acer computer	1	tower	g
monitor	1	?	g
printer	1	color	g
telephone	1	phone	g
file cabinet	1	2 leagal	g
file cabinet	1	legal	g
cabinet	1	4 door legal	g
cabinet	1	4door letter	g
storage cabinet	1	black	g
bullitin board	1	cork board	g

Car 70

Item	quantity	description	condition
unit	1	2001 explorer	f
radios	2	motorola	g
portable radio	2	motorola	g
lights	4	weldon strobe	g
lights	4	whelan led	g
siren	1	federal	g
speaker	1	dynamax	g
air pack	1	1 hr scott	g
Fire Ext	1	10 pounds	g
helmet	1	white	g
coat	1	white	g
boots	1	rubber	g
pants	1	bunker white	g
key box	1	lock box	g

Car 72

Item	quantity	description	condition
unit	1	1992 explorer	p
radio	1	motorola mobile	g
light bar	1	code 3	g
led lights	4	4 leds	g
siren	1	federal pa 300	g
speaker	1	federal 100 watt	g
extinguisher	1	10pds abd	g
handlight	1	steam light fire	g
box	1	federal sw 300	g
lock box	1	keybox	g

switch box	1	federal 300	g
helmet	1		g
bunker coat	1		g
bunker pants	1		g
boots	1		g

Car 76

Item	quantity	description	condition
unit	1	1997 ford taurs	p
radion	1	motorola mobile	g
lightbar	1	code 3 mx 7000	g
siren	1	federal pa 3000	g
speaker	1	dynamax	g
switchbox	1	sw600	g
lcok box	1	10pd abc	g

Car 77

Item	quantity	description	condition
unit	1	Ford Wagon	f
radio	1	motorla	g
light bar	1	code 3 mx7000	g
siren	1	pa300	g
speaker	1	dyanmaz	g
switch box	1	sw600	g
lockbox	1	key box	g
fire ext	1	10pd abc	g

Engine 89

item	quantity	description	condition
chief nzz	1	1 3/4	g
1 3/4	1	100 ft rubber	g
5 inch front suct.	1	50 ft cloth	g
hydrant wrench	2		g
spanner wrench	2		
hydrant gate	2		
portable radi charger	3		
gas trac	1		
handlight	1		
TIC	1		
scba and mask	3		
jump bag	1		
traffic vest	4		
emergency sign	1		
nerve agent kit	1		
mobile radio	1		
pick axe	1		

flat head axe	1	
1 3/4 cross lays	2	200 foot with combination nozzle
2 1/2 cross lays	1	200 foot with combination nozzle
2 1/250ft rools	2	
1 1/2	1	
AFFF Foam	3	5 gallon pale
Oil Dry	1	container
stokes basket	1	
squeeges	2	
broom	1	
14 roof lader	1	
28 foot ladder	1	
misc hose adaptors	11	
portable generator lights		
monitor stand	1	
tool bag	1	
trash hhok	1	
prybar	1	
closet hook	2	
pike pole	1	4 foot
bolt cutters	1	
sledge hammers	1	
Haligan Bar	1	
ktool	1	
tnt tool	1	
scba spare bott:e	5	
ext	4	varity
traffic cones	4	
pike poles	3	10,8,6
cutters edge	1	saw
k12 partner	1	saw
high rish pack	1	hotel pack
gas can	1	
3 inch hose	700 ft	
4inch	800 ft	
2 1/2	700	
1 3/4	150	
spanner wrench	2	
hydrant wrench	1	
stepchulks	2	
cribbing	12	
wedges	2	
amkus rams	2	
spreaders	1	
cutter	1	
amkus generator	1	
amkus adaptors	1	
hydrallic hose	3	
airbags	3	

airboag hoses	3
rabbit tool	1
hose clamps	2
landing kit	1
ice suit	1
tarps	3
gas can	1
sawsall	1
nozzles	3
ppv fan	1
electrical cords	2
ropebag	1
5 inch 50 ft roll	1

Tanker 92

Item	Quantity	Description	Condition
Siren	1	pa300	good
portable radi	1	saber	good
base radio	1	sytar	good
flashlight	1	streamlight	good
spanners	5	readhead	good
1 1/2 nozzle	1	akron	good
mallet	1	rubber mallet	good
2 1/2 nozzle	1		good
adaptors	4	akron	good
hard suction	1	strainer	good
extinguisher	1	20 pds	good
axe	1	pic	good
foam 3%	22	5 gallon pales	good
hose clamp	1	clamp	good
scott	2	air packs	good
pike poles	2	1-4 1-6	good
prta tank	1	2000 gallon	f
read head hose	3	1 3/4 hose	f
redhead hose	16	3 inch hose	good
elkhart hose	1	2 1/2 gate valve	

Bensenville Fire District Number Two

STATION TWO

Small Bathroom

Item	Quantity	Description	Condition
Sink	1		P
Toilet	1		P
Mirror	1		F
Paper Towel Dispense	1		F
Soap Dispenser	1		F
Garbage Can	1		F

Shift Office

Item	Quantity	Description	Condition
Chairs	2		F
Desks	2		F
Printer	2		G
Computers	2		F
File Cabinet	1		F
Office Supplies			F
Typewriter	1		F
Dust Buster	1		P
Printer-in-Closet	1		F
Paper Cutter	2		F
Pictures	2		F
Books	Multiple		F
End Tables	1		F
Portable Radio Charge	1		F
Telephone	1		P
Desk Clock	1		P
Computer	1	In Closet	F
Pencil Sharpener	1		G
Dry Eraser Board	1		G
Garbage Can	1		F
Window Curtains	1		

Day Room

Item	Quantity	Description	Condition
Lounge Chairs	4		G
Couch	1		G
TV & Stand	1	37" Sony	G
Wooden End Tables	2		G
Book Case & Books	1		G
Small Xmas Tree	1		G
Large Xmas Tree	1		G
Coat Rack	1		F
Standalone Cabinet	1		

Garbage Can	1	G
Kitchen Table	1	G
Kitchen Chairs	6	G
Small Cabinet	1	G
Coffee Maker	1	G
Wall Clock	1	G
Picture	2	G
VCR DVD Player	1	G
Tapes & Cable Box		F
Drinking Fountain	1	F
Curtain & Drapes	1	

Kitchen

Item	Quantity	Description	Condition
Mixing Bowls	21		G
Pot & Pans			G
Casarell	6		G
Waffle Maker	1		G
Cooking Utencels	44		G
Butter knives	22		G
Sharp Knives	15		G
Forks	11		G
Spoons	13		G
Hot Plate	1		G
Plate & Bowles	27		G
Cups	32		F
Measuring Cups	4		G
Tupperwear	25		G
Baking Pans	6		G
Microwave	1	Panasonic 1200 W	G
Roster	1	Hamilton Beach	G
Stove	1	Whirlpool : Super Cap. 465	G
Blender	1	Qsterizer	G
Refridgerator	1	Kenmor	G
Refridgerator	1	General Electrice	F
Disher Washer	1	Maytag Quite Series 200	G

Locker Room

Item	Quantity	Description	Condition
Tilots	2		F
Urinal	1		F
Sinks	2		F
Bench	1		F
Lockers	12		F
Shower	1		F
Papertowel Disp.	1		F
Soap Dispencer	1		F
Garbage Can	1		F
Cleaning Supplies	1		

Medic Office

Item	Quantity	Description	Condition
Desk	1		F
File Cabinets	5		F
Portable Charger	2	Possible Belongs to Metro	F
Monitor & Suction Ch	2	Belongs to Metro	F
Phone	1		F
Shelvles	4		G
Dry Eracer Board	1		G
Paper Shredder	1		F
Copy Machine	1	Minolta	F
Office Supplies	Multiple		G
Cellphone Charger	1	Belongs to Metro	F
Cork Board	3		F
Chair	1		F
Books & Phone Boo	Multiple		F
Window Curtains	1		

Appatus Floor

Item	Quanty	Description	Condition
Garden Hoses	2		F
Webber Grill	1		F
Air Hose	1		F
Hose Dryers	2		P
Telephone	1		F
Chalk board	1		F
Telephone	1		P
Wall Clock	1		G
Riding Lawn Mower	1	John Deere Bought By 2%)	F
Storage Closets	6	Built in wooden Cabinets	F
Free Weights		Workout Equipment	F
Hose Cleaner	1	From station 1	F
Hose table	1		F
Hose Pressure Tester	1		P
A-Frame Ladders	2		F
Miss Building Supplies			

Bunk Room

Item	Quantity	Description	Condition
Mattress	5	Frames & Box Springs	F
TV	1		F
VCR	1		F
Night Stands	4		F
Night Stand lights	4		F
Pager Chargers	4		F
Pagers	3		F
Alarm Clocks	2		F
Phone	1		

Radio	1		P
Cleaning Supplies	Multiple		G
Christmas Tree	1	Lites & Ordements	G
Vacuum	2		F
Board Games	2		F
Books	50	Various IFSTA & Novels	F
Uniforms	Multiple		G
Fans & humidifer	2		F
Tread Mill	1		F
Window	3	Shades & Curtains	F

Hose Storage Room

Item	Quantity	Description	Condition
Hose Racks	2		F
1 3/4 Hose 50 Ft.	12		F
2 1/2 Hose 50 Ft.	11		F
3 Hose	21		F
5 Supply Hose 50 Ft	1	Rubber	F
Brooms	2		F
Mops	2		P
Squegies	2		F
Snow Shovels	2		F
Rakes	3		G
Shovel	1		F
5 Gal Buckets	4		G
Oil Dry	2		F
Hand Saw	1		F
Weed Wacker	1		F
Shelf	1		F
Hay Rake	1		G
Floorescent Bulbs	1	4 Bulbs	
1 1/2 Hose	14		

Washer Dryer Area

Item	Quantity	Description	Condition
Folding Chair	4		F
Propane Tank	2		F
Generator	1		F
Wall Cabinet	1		F
Towels			F
Cleaning Supplies			F
Mop / Bucket	1		F
Radio Equipment	1	Indivded All in House Alert&Page	F
5 Gal Buckets	4		F
Soap Dispencer	1		F
Towel Dispencer	1		F
Sink	1		F
Washer	1		

Dryer	1		F
Garbage Can	1		F
Eye Wash Station	1		F
Water Heater	1	40 Gallon	F

Firefighter Lockers & Storage

Item	Quantity	Description	Contition
Gas Cans	15	Various Sizes & Mixes	F
Storage Shevels	2		F
Boots	6	Additional Sets	F
Road Cones	4		P
Fan	1		F
Flooresent Bulbs	1 Case	4 foot	G
Paint Supplies	6	Partial Cans	F
Electrical Wire	8		G
Table	1		F
Chairs	5		F
Snow Shovels	2		F
Towels	40		F
Shammies	20		F
5 Gal Buckets	2		P
Spare Gear	2		F
Old Flags	2		P
End Table	1		F
Spreader fertilizer	1		F
Rack	1	Builtin Wooden Shevels	F
Bioterrorism Mask	2		F

PLUS:

21 telephones (Station #1)
7 telephones (Station #2)

DUPLICATE EXHIBIT C

MUTUAL AID BOX ALARM AGREEMENT and BENSENVILLE FIRE
PROTECTION DISTRICT #1 AGREEMENT

RESOLUTION NO. R-9-90

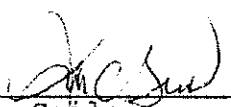
AUTHORIZING PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

That the President is authorized to sign and the Clerk to attest to an agreement with the Mutual Aid Box Alarm System (MABAS) for the purpose of providing mutual aid in the event of fire emergencies.

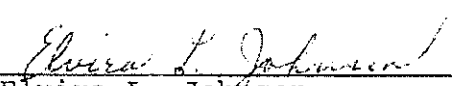
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, February 20, 1990.

APPROVED:



John C. Geils
Village President

ATTEST:



Elvira L. Johnson
Village Clerk

AYES: _____ Hunt, Kolze, Krass, Strandt, Wanzung, Weber

NAYS: _____ None

ABSENT: _____ None

MUTUAL AID BOX ALARM SYSTEM
AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the Illinois Revised Statutes, 1987, Chapter 127, Section 741 et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, the Illinois Revised Statutes, 1987, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter "MABAS") and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophies, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

NOW, THEREFORE, BE IT ORDAINED by the President (Mayor) and Board of Trustees (City Council) of the Village (City) of (Municipality), _____ County, Illinois as follows:

Section 1. That the Village President (Mayor) and the (Village or City) Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part hereof.

Passed and Approved this _____ day of _____, A.D., 19____.

Ayes: _____ Nays: _____ Absent: _____

Approved: _____
President (Mayor)

Attest: _____
Clerk

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System (hereinafter referred to as "MABAS")": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or Fire Protection District having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgement of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, workman's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such address as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

MUTUAL AID BOX ALARM SYSTEM
EXECUTIVE BOARD BY-LAWS

Article I Name: Mutual Aid Box Alarm System Executive Board

Article II Purpose:

To coordinate working relations between all M.A.B.A.S. Divisions and encourage and help new areas to form divisions.

Article III Membership:

Each division shall be represented by one member who shall be designated by their respective division.

Article IV Officers and Elections:

The M.A.B.A.S. Executive Board shall elect a President and Vice President who shall serve a two year term. Election shall be held at the first meeting of the year on even numbered years. Officers may serve consecutive terms. The President may appoint any committee necessary to conduct business for the Executive Board.

Article V Duties of Officers:

President: Schedule Meetings
 Make up Meeting Agenda
 Preside over Meetings
 Establish Committees

Vice President: Handle Duties of President when he is absent.

Article VI Executive Secretary:

The President shall appoint an Executive Secretary who shall serve at the discretion of the Board. The Executive Secretary is not required to be a member of the Executive Board to be selected.

Article VII

Duties of the Executive Secretary:

- A. He shall be the Recording Secretary of the Board.
- B. Take minutes of all meetings.
- C. Keep a history of M.A.B.A.S.
- D. Have physical custody of all MABAS minutes, contracts, and documents.
- E. Attend all M.A.B.A.S. Executive Board meetings.
- F. Send minutes of all meetings to all Executive Board members.
- G. Provide notification and agenda to Executive Board members for all scheduled meetings.
- H. Any other task agreed upon mutually with the Executive Board.

Article VIII

Meeting Schedule and Agenda:

The Executive Board shall meet at such times and dates as established by the Executive Board. In no case shall the Executive Board meet not less than quarterly.

The agenda for Executive Board meetings are as follows:

1. Call to Order.
2. Approval of Minutes of prior meeting.
3. Communication and Correspondence.
4. Committee Reports.
5. Old Business.
6. New Business.
7. Division Reports.
8. Adjourn.

Article IX

Dues and Eligibility Criteria:

Actions of the Executive Board require a vote of approval of more than 50% of the Divisions of MABAS. There shall be no annual dues. Assessments as needed are made by a vote of the members of the Executive Board. The Executive Board issues approval of eligibility or termination upon recommendation from a Division. The Executive Board has the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

Article X

Guidelines:

Executive Board shall set up procedures to be recommended to all divisions including but not limited to:

1. Use of standard box cards.
2. Use of abbreviations.
3. Use of radio and testing procedures.
4. List of definitions.
5. Training procedures.
6. Incident Command procedures.
7. Communication procedures.

Article XI

Booklet:

An information booklet shall be compiled by the Executive Board, containing all pertinent information needed in the operation of a M.A.B.A.S. division. This booklet shall be updated by the Executive Board as often that is deemed necessary.

Article XII

Amendments:

A quorum of the Executive Board is necessary for any amendment of the By-Laws. The By-Laws of any section or provision thereof, may be amended, rescinded or expanded by approval of two-thirds (2/3) vote of the members of the Divisions of MABAS. A written proxy constitutes being present at a meeting.

MABAS MEMBERS

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DIVISION ONE

Addison Fire Department
Arlington Heights Fire Department
Bloomingdale Fire Department
Buffalo Grove Fire Department
Des Plaines Fire Department
Elk Grove Township Fire Department
Elk Grove Village Fire Department
Hoffman Estates Fire Department
Itasca Fire Department
Mount Prospect Fire Department
Palatine Fire Department
Prospect Heights Fire Department
Rolling Meadows Fire Department
Roselle Fire Department
Schaumburg Fire Department
Wheeling Fire Department
Wood Dale Fire Department

DIVISION TWO

Algonquin/Lake in the Hills Fire Department
Bartlett and Countryside Fire Department
Carpentersville and Countryside Fire Department
East Dundee and Countryside Fire Department
Elgin Fire Department
Hanover Park Fire Department
Pingree Grove/Countryside Fire Department
Rutlands/Dundee Township Fire Department
South Elgin/Countryside Fire Department
Streamwood Fire Department
West Dundee Fire Department

DIVISION THREE

Deerfield Bannockburn Fire Department
Evanston Fire Department
Glenbrook Fire Department
Glencoe Fire Department
Glenview Fire Department
Glenview Naval Air Station Fire Department
Highland Park Fire Department
Highwood Fire Department
Morton Grove Fire Department
Niles Fire Department
Northbrook Fire Department
Northfield Fire Department
North Maine Fire Department
Park Ridge Fire Department
Skokie Fire Department
Wilmette Fire Department
Winnetka Fire Department

DIVISION FOUR

Abbott Fire Department
Antioch Fire Department
Barrington Fire Department
Bonnie Brook Fire Department
Countryside Fire Department
Ft. Sheridan Fire Department
Fox Lake Fire Department
Grayslake Fire Department
Great Lakes Fire Department
Gurnee Fire Department
Knollwood Fire Department
Lake Bluff Fire Department
Lake Forest Fire Department
Lake Villa Fire Department
Lake Zurich Fire Department
Libertyville Fire Department
Long Grove Fire Department
Mundelein Fire Department
Newport Township Fire Department
North Chicago Fire Department
Round Lake Fire Department
Vernon Fire Department
Wauconda Fire Department
Waukegan Fire Department
Winthrop Harbor Fire Department
Zion Fire Department

DIVISION FIVE

Cary Fire Department
Crystal Lake Fire Department
Fox River Grove Fire Department
Harvard Fire Department
Hebron Fire Department
Huntly Fire Department
Marengo Fire Department
McHenry Fire Department
Munda Rural Fire Department
Richmond Fire Department
Spring Grove Fire Department
Union Fire Department
Wonder Lake Fire Department
Woodstock Fire Department
Woodstock Rural Fire Department

DIVISION SIX

Bensenville Fire Department
Elmwood Park Fire Department
Franklin Park Fire Department
Leyden Fire Department
Northlake Fire Department
Norwood Park Fire Department
River Grove Fire Department
Rosemont Fire Department
Schiller Park Fire Department
Stone Park Fire Department

DIVISION SEVEN

Bellwood Fire Department
Berkley Fire Department
Broadview Fire Department
Hillside Fire Department
Maywood Fire Department
Melrose Park Fire Department
North Riverside Fire Department
Westchester Fire Department

DIVISION EIGHT

Belvidere Fire Department
Blackhawk Fire Department
Boone County Fire Department
Byron Fire Department
Cherry Valley Fire Department
Durand Fire Department
Harlem-Roscoe Fire Department
Loves Park Fire Department
New Milford Fire Department
North Park Fire Department
Northwest Fire Department
Pecatonica Fire Department
Rockford Fire Department
Rockton Fire Department
Seward Fire Department
South Beloit Fire Department
Stillman Valley Fire Department
Shirland Fire Department
West Suburban Fire Department
Winnebago Fire Department

DIVISION NINE

Chicago Fire Department

DIVISION TEN

Argonne Fire Department
Belmont Fire Department
Bolingbrook Fire Department
Brookfield Fire Department
Clarendon Heights Fire Department
Clarendon Hills Fire Department
Darion/Woodridge Fire Department
Downers Grove Fire Department
Forest View Fire Department
Hinsdale Fire Department
LaGrange Fire Department
LaGrange Park Fire Department
Lamont Fire Department
Lyons Fire Department
McCook Fire Department
Pleasantview Fire Department
Riverside Fire Department
Romeoville Fire Department
Tri State Fire Department
Western Springs Fire Department
Westmont Fire Department