

ORDINANCE NO. 2419-24

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LETTER OF AGREEMENT  
WITH VERNON TOWNSHIP TO PURCHASE A 2011 2-TON TRUCK  
IN AN AMOUNT NOT TO EXCEED \$50,000

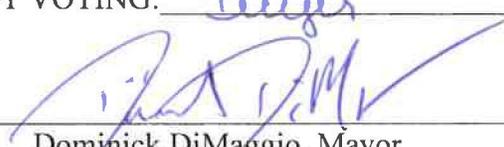
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to execute an agreement with Vernon Township, in substantially the form attached hereto as Exhibit "A", and, by this reference made a part hereof.

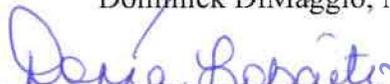
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on December 5, 2024:

AYES: Kaiser, McCartney, Pycroft, Hurst, Raman

NAYS: Ø

ABSENT AND NOT VOTING: Bayer

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: December 5, 2024

APPROVED: December 5, 2024



Vernon Township  
Timothy Kobler, Township Supervisor  
3050 N. Main St.,  
Buffalo Grove, IL 60089

Village of Hawthorn Woods  
Pamela Newton, Chief Operating Officer  
2 Lagoon Dr.  
Hawthorn Woods, IL 60047

**Subject: Letter of Agreement for the Purchase of 2011 International 7000 Series 7400 Truck and Attachments**

This letter serves as a formal agreement between Vernon Township (Township) and the Village of Hawthorn Woods (Village) for the purchase of a 2011 International 7000 Series 7400 Truck along with associated plow and salting attachments.

**Agreement Terms:**

**1. Item Description:**

- o 2011 International 7000 Series 7400 Truck (VIN: IHTWDAARXBJ392695)
- o Associated plow attachments

**2. Purchase Price:**

The total purchase price for the truck and attachments will be \$50,000

**3. Payment Terms:**

The Village agrees to remit payment in full to Vernon Township by January 31, 2025. Upon final payment, the Township will transfer title of vehicle and all related documents. Failure to make final payment by the due date will result in the possession of the vehicle reverting to Vernon Township and this agreement will become invalid.

**4. Insurance Requirements:**

The Village shall maintain the following insurance coverage during the period of use of the truck and equipment:

- A. **Physical Damage Insurance:** The Village shall provide physical damage insurance coverage for the truck and equipment. This insurance must cover any damage to or loss of the vehicle and equipment during the term of use.
- B. **General Liability Insurance:** The Village shall maintain General Liability insurance with a minimum coverage limit of **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate.
- C. **Auto Liability Insurance:** The Village shall maintain Auto Liability insurance with a minimum coverage limit of **\$1,000,000** per occurrence.

**D. Additional Insured:** The Township shall be named as an **Additional Insured** on all the above policies, including General Liability and Auto Liability, for the duration of the period of use. The Village will keep the Township as Additional Insured until January 31, 2025 and/or until the Village makes final full payment. It is agreed the coverage provided by the Village will be the primary insurance for the term of this agreement.

The Village agrees that possession and use of the vehicle will not occur under this agreement until the required insurance coverage and Additional Insured status have been confirmed and provided to the Township. The vehicle will also be insured by Vernon Township until January 31, 2025, and/or the Village makes final full payment.

**5. Delivery:**

The Village will arrange for the pickup of the truck and attachments from the Township on or before December 6, 2024. Upon pickup of the vehicle, ownership will begin immediately for the Village and will cease for the Township.

**6. Condition of Items:**

All items shall be sold on an "as is" basis, without any warranties or merchantability or fitness for a particular purpose, express or implied and prospective purchasers have the ability to inspect said items at 3050 Main St., Buffalo Grove, IL prior to the sale and purchase. Vernon Township confirms that to the best of its knowledge, the vehicle is in good working condition.

**7. Indemnification:**

Both parties agree to indemnify and hold harmless one another from any and all claims arising from the sale and use of the aforementioned truck and attachments.

Please confirm your acceptance by signing and returning a copy of this letter by December 6, 2024. We look forward to finalizing this agreement and appreciate your cooperation.

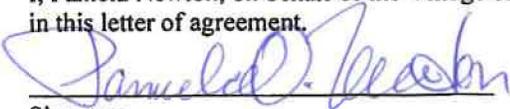
Sincerely,



Timothy Kobler  
Township Supervisor  
Vernon Township

**Agreement Acceptance**

I, Pamela Newton, on behalf of the Village of Hawthorn Woods, hereby accept the terms and conditions outlined in this letter of agreement.



Signature  
Pamela Newton  
Chief Operating Officer  
Village of Hawthorn Woods

12/5/24  
Date of Acceptance